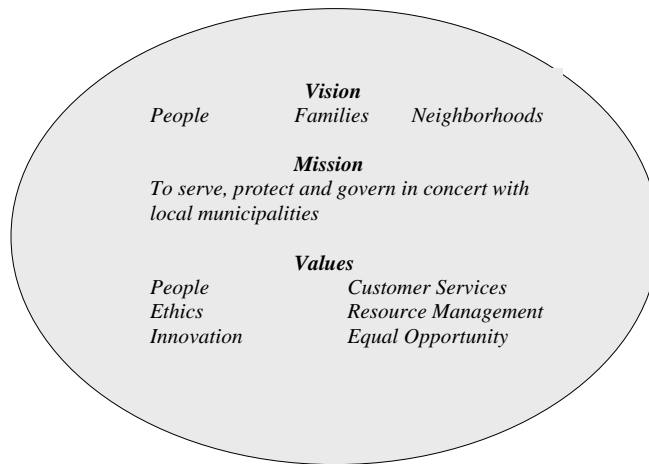




FULTON COUNTY



**PURCHASING DEPARTMENT
REQUEST FOR INVITATION TO BID NO. 05ITB46472KNH**

ROYALTIES PAVEMENT RESURFACING CONTRACT - 2005

For

DEPARTMENT OF PUBLIC WORKS

BID DUE TIME AND DATE: 11:00 A.M. September 26, 2005
PURCHASING CONTACT: Nancy Harrison at 404-730-4201
E-MAIL: Nancy.Harrison@co.fulton.ga.us

LOCATION: FULTON COUNTY PURCHASING DEPARTMENT
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303

TABLE OF CONTENTS

BID DOCUMENTS AND REQUIREMENTS

INVITATION TO BID	4
Purpose	4
Description of Project.....	4
Term of Contract.....	4
No Contact Provision	4
Bid Contact	5
Basis of Award	5
Pre-Bid Conference	5
 SECTION 1	
INSTRUCTIONS TO BIDDERS	7
A. Contract Documents	7
B. Definitions	7
C. Bidder's Modification and Withdrawal of Bids.....	11
D. Addenda and Interpretations.....	11
E. Site Examination	11
F. Bid	11
G. Bid and Contract Security	12
H. Right to Reject Bids.....	13
I. Applicable Laws	13
J. Examination of Contract Documents	13
K. Termination	13
L. Indemnification and Hold Harmless Agreement	14
M. Bid Opening	14
N. Determination of Successful Bidder.....	14
O. Wage Clause.....	14
P. Notice of Award of Contract.....	15
Q. Execution of Contract Documents	15
R. Joint Venture	16
S. Contractor Compliance With All Assurances And/Or Promises Made In Response To Procurement	16
PURCHASING - BID REQUIREMENTS	17
 SECTION 2	
BID FORM.....	22
 SECTION 3	
PURCHASING FORMS & INSTRUCTIONS	24
FORM A - NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR.....	25
FORM B - NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR	27
FORM C - FULTON COUNTY CERTIFICATE OF ACCEPTANCE - BID/PROPOSAL REQUIREMENTS	29
FORM D - CONTRACTOR'S LICENSE CERTIFICATION	30
FORM E - CERTIFICATION REGARDING DEBARMENT	31
FORM F - CORPORATE CERTIFICATE	33
FORM G - NON CONFLICT OF INTEREST CERTIFICATION	34
 SECTION 4	
BID BOND REQUIREMENTS	35
BID BOND.....	36
 SECTION 5	

TABLE OF CONTENTS
BID DOCUMENTS AND REQUIREMENTS

CONTRACT COMPLIANCE REQUIREMENTS	39
NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT	39
REQUIRED FORMS AND EBO PLAN	40
EXHIBIT A – PROMISE OF NON-DISCRIMINATION	41
EXHIBIT B – EMPLOYMENT REPORT	42
EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION	43
EXHIBIT D - LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR OR PROVIDE MATERIALS OR SERVICES	46
 SECTION 6	
INSURANCE INFORMATION/REQUIREMENTS	52
 SECTION 7	
AGREEMENT	54
 SECTION 8A	
PERFORMANCE BOND REQUIREMENTS	57
PERFORMANCE BOND	58
 SECTION 8B	
PAYMENT BOND REQUIREMENTS	60
PAYMENT BOND	61
 SECTION 9	
GENERAL CONDITIONS	63
SPECIFICATIONS	63
 SECTION 10	
SPECIAL PROVISIONS	66
 SECTION 11	
PRICING QUOTE	90
 EXHIBITS	
EXHIBIT A - ROADS THAT MAY BE INCLUDED IN THIS CONTRACT	93
EXHIBIT B – C.W. MATTHEWS ASPHALT PLANT LOCATIONS	94

**INVITATION TO BID
ROYALTIES PAVEMENT RESURFACING CONTRACT - 2005**

Purpose:

Fulton County is soliciting bids from qualified vendors to provide asphaltic milling, paving and resurfacing of roads throughout the County, including labor, equipment and transportation, to the Department of Public Works.

Description of Project:

The work will require bidder to provide all labor, administrative forces, equipment, and all other incidental items to mill, plane, and resurface roads located throughout Fulton County using asphaltic concrete (Superpave) and leveling asphaltic concrete. All resurfacing material will be provided by Fulton County from one of six C.W. Matthews plants as follows: Big Creek, Cumming, Douglasville, Bolton, Clayton and Ball Ground. The Contractor will be responsible for hauling materials from one of the plants listed above to the various sites in Fulton County. Contractors will not be paid for asphaltic concrete materials.

Work consists of milling and resurfacing several square yards of asphaltic pavement on various county streets. Work includes variable depth milling, patching, leveling, resurfacing, pavement markings, traffic lop detector replacement, and shoulder rehabilitation. Roads to be improved are listed on page 82. Details for paving and feathering turnouts for side roads, and detail for driveway tie-ins shall be directed by Engineer.

Purchasing the Bid Document:

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.co.fulton.ga.us/> under "Bid Opportunities".

Term of Contract:

The term of this Contract shall be for one (1) twelve (12) month period commencing after Notice to Proceed has been issued by the County. This Contract may be renewed for three (3) twelve (12) month periods subject to available funding.

No Contact Provision:

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.

- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.

Bid Contact:

Information regarding the bid, either procedural or technical, may be obtained by contacting Nancy Harrison, Assistant Purchasing Agent at (404) 730-4201, nancy.harrison@co.fulton.ga.us, Fulton County Department of Purchasing. Information regarding the bid requirements may be obtained by using the following procedure. Inquiries shall be submitted in writing to;

Fulton County Purchasing Department
Attn: Nancy Harrison
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303
Phone: (404) 730-4201
Fax: (404) 893-1744
Reference Bid # 05ITB46472KNH

Basis of Award:

The Contract, if awarded, will be awarded on a lump sum basis with an option to award in part or in full as follows:

75% to the lowest responsive and responsible bidder;
25% to the next lowest responsive and responsible bidder.

No bid may be withdrawn for a period of sixty (60) days after the date of bid opening except as permitted by O.C.G.A., §36-91-41 et seq., as amended. Each Bid shall be accompanied by a Bid Bond in accordance with the Bid Bond Requirements provided in the Contract Documents, on a Surety Company's Standard Bid Bond Form acceptable to the County in an amount no less than 5% of the amount bid. The successful bidder will be required to furnish a Performance Bond and Payment Bond, **on or before** the issuance of Notice to Proceed, each in the amount of 100% of the Contract Amount. All other required Contract Documents shall be fully completed and executed by the Contractor and his/her Surety, and submitted to the Owner **on or before** the issuance of the Notice to Proceed.

Pre-Bid Conference:

Date: September 12, 2005
Time: 2:00 P.M.
Location: Fulton County Purchasing Department, Public Safety Building
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303

A pre-bid conference will be held in the Fulton County Purchasing Department Conference Room, located at 130 Peachtree Street, S.W. Suite 1168, Atlanta, Georgia 30303. ***Inquiries regarding the solicitation either technical or otherwise may be submitted in writing prior to the pre-bid conference and will be addressed at the pre-bid conference.*** Any additional questions asked at the pre-bid conference shall be submitted in written form at the pre-bid conference and will be responded to in the form of an addendum with the County's official responses.

The Pre-bid conference will be conducted for the purpose of explaining the County's bid process, the specifications/technical documents, and to provide an initial verbal, non-binding verbal response to

questions concerning these bid specifications and to discuss issues from the bidders perspective. However, no verbal response provided at the pre-bid conference binds the County. Only those responses to written and responded to by the County in written communications will be official.

END OF INVITATION TO BID

SECTION 1

INSTRUCTIONS TO BIDDERS

A. Contract Documents

The Contract Documents include the Invitation to Bid, Instructions to Bidders, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement. Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents. The Contract Documents shall define and describe the complete work to which they relate.

B. Definitions

Where the following words or the pronouns used in their stead occur herein, they shall have the following meaning. If a conflict exists as to the meaning of a word, the definition existing in the General Conditions, if present, shall govern.

Addenda - the plural of addendum.

Addendum - a written or graphic change to the contract documents issued prior to bid opening which becomes a part of the specifications for the project.

Advertisement - public notice inviting bids or proposals on a specified project. Public Works Construction projects shall be published for four (4) consecutive weeks. All other projects shall be published for two (2) consecutive weeks. All projects shall be published on the Fulton County's website @ www.co.fulton.ga.us, under "Bid Opportunities".

Amendment – a change, addition, alteration, correction or revision to a bid or proposal or contract document.

Annual contract - any contract entered into for a specified period, with a contractor or a vendor, to provide upon request with a specified product or service at a predetermined price/rate.

Award - approval by the Board of Commissioners, to begin the contracting process with the lowest most responsive and responsible bidder.

Bid - the formal process allowing prospective vendors to compete for goods and services sought by the County.

Bid acceptance - the acceptance of bids delivered to the Purchasing Agent at the time, place, and under the conditions contained in the invitation for bids and as further stipulated in the specifications document.

Bid bond - a form of bid security executed by the bidder as principal and by a surety to guarantee that the bidder will enter into a contract within a specified time and maintain the bid

prices submitted with his/her original bids and furnish any required payment and/or performance bonds.

Bid guaranty - a certified check, bid bond, cashier's check, for a sum of money deposited with the County by a bidder to guarantee that the bidder will enter into a contract within a specified time and maintain the bid prices submitted with his/her bid and furnish any required payment and/or performance bonds.

Bid opening - the public opening of bids received and accepted and the reading aloud of the name of each bidder and the amount of bid in the presence of one (1) or more witnesses at the time and place designated in the invitation to bid. For RFP openings only the name of the proponents are read aloud.

Change order – means an alteration, addition, or deduction from the original scope of work as defined by the contract documents to address changes or unforeseen conditions necessary for project completion.

Collusion – a secret agreement, whether expressed or implied, to commit a fraudulent, deceitful, unlawful, or wrongful act.

Collusive bidding – a violation of antitrust statutes that consists of a response to a solicitation by two or more persons who have secretly agreed to circumvent laws and rules regarding independent and competitive bidding.

County - "County" shall mean the Fulton , Georgia, a political subdivision of the State of Georgia, and shall include all agencies, establishments or officials of the government of the .

Construction - the process of building, altering, repairing, remodeling, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine maintenance of existing structures, buildings or real property.

Contract - all types of agreements, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction, professional or consultant services, and for the transfers of interest in real property.

Contract documents - the various parts of the contract including, but not limited to the contract agreement, the bid form, the payment and performance bond, any required insurance certificates, general and specific conditions and the specifications of the project.

Contract file - the grouping of all written determinations and other records pertaining to the solicitation, award or performance of a contract or purchase order in a designated file maintained by the County by the Purchasing Agent.

Contract modification - any written alteration in the terms of the contract including, but not limited to, the scope, manner of performance, specifications, delivery point, time and rate of delivery, period of performance, price, quantity, or other provision of any contract accomplished by mutual action of the parties to the contract.

Contract sum - the amount bid as adjusted by all contract modifications.

Contractor - any person or entity having a contract with the County.

Debarment – the exclusion of a person or company from participating in a procurement activity for an extended period of time, as specified by law, because of previous illegal or irresponsible action.

Designee - an authorized representative of a person holding superior position of responsibility.

Encumbrance - an obligation, chargeable to a budget appropriation, by a user department to pay for a specific procurement.

Evaluation criteria – factors relating to management capability, technical capability, method of meeting performance requirements, price, and other material considerations specified in the request for proposal that will be considered in determining to whom a contract will be awarded.

Fidelity bond – a form of insurance that secures an employer up to the amount stated in the bond for losses caused by dishonest acts of its employees.

Final completion - the completion of all work as required in accordance with the terms and conditions of the contract documents.

Invitation to bid (ITB) - all documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.

Invoice - the document provided by vendors to the County as a demand for payment of goods or services provided under the provisions of a contract awarded by the County.

Inspection - an authorized representative of the County, or of the County's architect/engineer, assigned to make all necessary inspections, test, and reports of the work performed or being performed.

Materials - any substance(s) specified for use in the performance of the contract work.

May - denotes permissive.

Offer - a proposal by an offeror submitted when procurement is made by a source selection method other than competitive sealed bidding.

Offeror – a person making an offer.

Owner - Fulton County Government, Georgia.

Notice To Proceed - a written notice to the Contractor to begin the actual contract work, stating, if applicable, the date on which the contract time begins.

Payment bond - "Payment Bond" means a bond provided by a surety company authorized to do business in the state of Georgia, which guarantees to the County that all costs incurred by the Contractor relating to the performance of the contracted services (i.e., suppliers, subcontractors, etc.) shall be paid in a timely manner and fully satisfied at the completion of the contracted work.

Performance bond - "Performance Bond" means a bond provided by a surety company authorized to do business in the state of Georgia, which guarantees to the County that the services contracted for will be performed in accordance with the terms and conditions specified in the contract document.

Pre-bid or pre-proposal conference – a meeting scheduled prior to the opening of bids/proposals at which attendance by potential bidders/offerors may be optional or mandatory, to clarify the solicitation and respond to prospective bidder/offeror inquiries.

Pre-qualifications - required standards imposed in the best interest of the County as a condition of bidding, which must be met by an interested bidder in order to qualify to respond to an invitation for bids or a request for proposal.

Procurement - buying, purchasing, renting, leasing or otherwise acquiring any supplies, services or construction. Also includes all functions that pertain to the obtaining of any supply, service or construction, including a description of requirements, selection and solicitation of sources, preparation and award of contracts, and all phases of contract administration.

Public works construction – means the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to any public real property.

Proposer - one who submits a proposal.

Proposal - solicited submission of information from a prospective contractor which states how that offeror intends to perform certain work, its technical and business qualifications, its proposed delivery, warranty, other terms and conditions as those might differ from or supplement the County's solicitation requirements, and any other information requested by the County's solicitation. May also include such pricing information as may be required.

Purchasing Agent - the Director of the Fulton County Department of Purchasing the principal purchasing official for the County.

Requisition - a document utilized by a using agency to request that a purchase order or contract be entered into for a specific need.

Responsible bidder or responsible offeror – means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements.

Responsive bidder or responsive offeror - means a person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.

Scope of work - means the work that is required by the contract documents.

Scope of project – means the work required by the original contract documents and any subsequent change orders required or appropriate to accomplish the intent of the project as described in the bid documents.

Shall - denotes imperative.

Solicitation - an invitation for bid, a request for proposal, a request for quotation, or any other document issued by the County for the purpose of soliciting bids or proposals to perform a County contract.

Specifications – means any description of the physical or functional characteristics or of the nature of a supply, service or construction item. It may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery.

Subcontractor – any person undertaking part of the work of a contract under the control of the principal contractor.

Substantial completion - the date when construction is sufficiently complete, in accordance with the contract documents, so the County can occupy or utilize the work or designated portion thereof for the use for which it is intended.

Surety - the corporation, partnership, or individual licensed and authorized to do business in the state of Georgia, other than the contractor, executing payment, performance or bid bonds to be furnished to the County by the contractor.

Work - the furnishing of all labor, materials, tools, equipment and incidentals necessary by the Contractor for completion and performance of all duties and obligations imposed by the contract documents.

C. Bidder's Modification and Withdrawal of Bids

A Bidder may modify or withdraw its bid by written request, provided that the request is received by the County prior to the bid due date and time at the address to which bids are to be submitted. Provided further, that in case of an electronic request (i.e. facsimile, e-mail, etc.) a written confirmation thereof over the authorized signature of the Bidder must be received by the County at the address to which original Bids are to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its bid, the Bidder may submit a new, providing delivery is affected prior to the established bid opening date and time. **No bid may be withdrawn after bid due date for sixty (60) calendar days.**

D. Addenda and Interpretations

No interpretations of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally. Bidders requiring clarification or interpretation of the Bidding Documents shall make a request to Nancy Harrison no later than 2:00 PM September 19, 2005. Written requests for clarification or interpretation may be mailed, hand delivered, e-mailed or faxed to the Assistant Purchasing Agent at the address below, e-mail address or fax number. Telephone inquiries will not be accepted.

Nancy Harrison, Assistant Purchasing Agent
Department of Purchasing
Fulton County Public Safety Building
130 Peachtree Street, S.W., 1168
Atlanta, GA 30303
Fax: (404) 893-1744
nancy.harrison@[co.fulton.ga.us](mailto:nancy.harrison@co.fulton.ga.us)

Only communications from firms that are in writing and signed will be recognized by the County as duly authorized expressions on behalf of proposers/bidders. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, and if any addenda are issued to this Invitation to Bid.

E. Site Examination

There will be no site visit for this project. However, bidders are encouraged to visit the roads and streets on their own.

F. Bid

All Bids must be made on the Bid forms contained herein. The Bid shall be enclosed in a sealed envelope, addressed to Department of Purchasing, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303 and labeled "**Bid for ITB -ROYALTIES PAVEMENT RESURFACING CONTRACT - 2005.**"

REQUIRED SUBMITTALS: The bidder **must complete and execute** the following:

1. Bid Form
2. Bid Schedule
3. Bid Bond

4. Certification of Acceptance of Bid/Proposal Requirements
5. Corporate or Partnership Certificate
6. Non-Collusion Affidavit of Prime Bidder
7. Non-Collusion Affidavit of Subcontractor
8. Contract Compliance Forms, fully executed
 - a. Promise of Non-Discrimination (Exhibit A)
 - b. Employment Report (Exhibit B)
 - c. Schedule of Intended Subcontractor Utilization (Exhibit C)
 - d. Letter of Intent to Perform As a Subcontractor or Provide Materials or Services (Exhibit D)
 - e. Declaration Regarding subcontractor Practices (Exhibit E)
 - f. Joint Venture Disclosure Affidavit (Exhibit F)
 - g. Equal Business Opportunity (EBO) Plan

Any bids received after the stated time and date shall not be considered. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing for receipt on or before the stated time and date (section 00020). If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the bidder's request and expense.

The original signed bid with three (3) copies shall be submitted in a sealed package, clearly marked on the outside "Bid for the Royalties Pavement Resurfacing Contract - 2005.

Bid shall be publicly opened, with only the names and total bid price of the bidders disclosed at the opening.

G. Bid and Contract Security

A Bid Bond for an amount equal to five percent (5%) of the bid amount must accompany each Proposal. The bid bond shall be submitted in a separate, sealed envelope marked "Bid Bond".

Bids must be accompanied by a bid bond or certified check in an amount of five percent (5%) of the TOTAL AMOUNT of the base bid. The bid bond or certified check shall apply ONLY TO THIS BID. The bid name and contract number must appear on the security instrument. The bond must remain in full force and effect until the Bidder executes the final Contract. Bids not satisfying the bonding requirements of this project will be declared non-responsive.

Any bid bond, performance bond, payment bond, or security deposit required for public works construction contract shall be approved and filed with purchasing agent. At the option of the County, if the surety named in the bond is other than a surety company authorized by law to do business in this state pursuant to a current certificate of authority to transact surety business by the Commissioner of Insurance, such bond shall not be approved and filed unless such surety is on the United States Department of Treasury's list of approved bond sureties.

A Purchasing Agent shall approve as to form and as to the solvency of the surety any bid bond, performance bond, or payment bond required by this. In the case of a bid bond, such approval shall be obtained prior to acceptance of the bid or proposal. In the case of payment bonds and performance bonds, such approval shall be obtained prior to the execution of the contract.

Whenever, in the judgment of the County:

- (1) Any surety on a bid, performance, or payment bond has become insolvent;
- (2) Any corporation surety is not longer certified or approved by the Commissioner of Insurance to do business in the state; or

(3) For any cause there are no longer proper or sufficient sureties on any or all the bonds

The County may require the contractor to strengthen any or all of the bonds or to furnish a new or additional bond or bonds within ten days. Thereupon, if so ordered by the County, all work on the contract shall cease unless such new or additional bond or bonds are furnished. If such bond or bonds are not furnished within such time, the County may terminate the contract and complete the same as the agent of and at the expense of the contractor and his or her sureties.

As a condition of responsiveness the bidder must contain a Bid Bond for an amount equal to 5% of the bid amount. The Bid Bond shall be included in a separate envelope marked on the outside "Bid Bond". Checks or letters of credit of any type will not be accepted. A certified cashier's check will be acceptable. Provide a completed and fully executed Bid Bond. When the bidder's package is opened, a purchasing agent will verify the presence of the Bid Bond and remove it from the Proposal Package.

If the bidder withdraws its bid from the competition after the selection of its bid for a reason not authorized by Georgia law, the County will proceed on the Bid Bond, along with any other available remedies.

The Surety of the Bid Bond shall be from a surety company authorized to do business in the State of Georgia, shall be listed in the Department of Treasury Circular 570, and shall have an underwriting limitation in excess of 100% of the bid amount. The Bonds and Surety shall be subject to approval by the County Attorney.

Attorneys-in-fact for bidders who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

H. Right to Reject Bids

The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.

I. Applicable Laws

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324, which is incorporated by reference herein.

J. Examination of Contract Documents

Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.

K. Termination

The County may terminate the contract resulting from this solicitation at any time the vendor fails to carry out the contract provisions, if in the opinion of the County, the performance of the contract is

unreasonably delayed, or the vendor is in direct violation of the contract conditions. The County shall provide the vendor with notice of any conditions which violate or endanger the performance of the contract and, if after such notice the contractor fails to remedy such conditions within thirty (30) days, to the satisfaction of the County, the County may exercise their option in writing to terminate the Contract without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises. Vendor agrees by its bid submission that the County's decision is final and valid.

L. Indemnification and Hold Harmless Agreement

The successful contractor will agree to indemnify, save harmless and defend the County, its agents, servants, and employees from all lawsuits, claims, demands, liabilities, losses and expenses for or on account of any injury or loss in connection with the work performed under this contract: Provided, however the Contractor shall not be liable for any damages resulting for the sole negligent or intentional acts or omission of the County and its employees, agents or representatives.

M. Bid Opening

Bids will be opened in public and read aloud. All bidders are requested to be present at the opening.

N. Determination of Successful Bidder

Fulton County desires to complete this work in a timely manner. The Contract will be awarded to the lowest responsive, responsible bidder(s), if awarded.

- 1) **Responsibility:** The determination of the bidder's responsibility will be made by the County based on whether the bidder meets the following minimum requirements:
 - a) The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract.
 - b) Is properly licensed to perform this type of work in Fulton County. Bidders must have a utility contractors license to perform this work. O.C.G.A. §43-14-8.3 (h)
 - c) Maintains a permanent place of business individually or in conjunction with the prime contractor.
 - d) Has the appropriate and adequate technical experience. Designated Project Manager must be proficient in all aspects of contracted work.
 - e) Has adequate personnel and equipment to do the work expeditiously.
 - f) Has suitable financial means to meet obligations incidental to the work.
- 2) **Responsiveness:** The determination of responsiveness will be made by the County based on a consideration of whether the bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.

O. Wage Clause

Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

P. Notice of Award of Contract

As soon as possible, and within sixty (60) days after receipt of bids, the County shall notify the successful Bidder of the Award of Contract.

The award shall be made by the Board of Commissioners of Fulton County to the lowest responsive, responsible bidder(s) as soon as possible after receipt of bids, taking into consideration price and the responsiveness to the requirements set forth in the Invitation for Bid. In such case, no claim shall be made by the selected Contractor(s) for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of his bid. The total of the awarded contract shall not exceed the available funds allocated for this project.

Should the County require additional time to award the contract, the time may be extended by mutual agreement between the County and the successful bidder. If an Award of Contract has not been made within sixty (60) days from the bid date or within the extension mutually agreed upon, the Bidder may withdraw the Bid without further liability on the part of either party.

Any award made by the Board of Commissioners as a result of this bid will begin from the date of the notice to proceed. The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Program Manager. The contract shall become effective on the Contract Date and shall continue in effect until the end of the term of the contract or until the project has been closed-out by the Program Manager unless earlier terminated pursuant to the termination provisions of the contract.

Q. Execution of Contract Documents

Upon notification of Award of Contract, the County shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and Contractor's surety.

Within fifteen (15) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the County shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the contractor and/or surety fail to execute the documents within the time specified, the County shall have the right to proceed on the Bid Bond accompanying the bid.

If the County fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Should an extension of any of the time limits stated above be required, this shall be done only by mutual agreement between both parties.

Any agreement or contract resulting from the acceptance of a bid shall be on a County approved document form. The County reserves the right to reject any agreement that does not conform to the Invitation for Bid and any County requirements for agreements and contracts. The County reserves the right to modify the agreement resulting from this bid upon the recommendation of the County Attorney.

R. Joint Venture

Any Bidder intending to respond to this solicitation as a joint venture must submit an executed joint venture agreement with its offer. The agreement must designate those persons or entities authorized to execute documents or otherwise bind the joint venture in all transactions with Fulton County, or be accompanied by a document, binding upon the joint venture and its constituent members, making such designation. Offers from joint ventures that do not include these documents will be rejected as being non-responsive.

S. Contractors Compliance With All Assurances And/Or Promises Made In Response To Procurement

Should any Bidder submit a response to the County promising to provide a certain level of service for either the scope of work, MFBE participation, or any other matter, including where such promise or assurance is greater than what is required by the procurement documents, and should this response containing the promise or assurance be accepted by the County and made a part of the Contract Documents, then this degree or level of service promised by the bidder relating to the scope of work, MFBE participation, or other matter shall be considered to be a material part of the Agreement between the bidder and the County, such that the bidder's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to the General Conditions of the Agreement.

PURCHASING - BID REQUIREMENTS

The following information pertains to the submission of a Bid to Fulton County, and contains instructions on how Bids must be presented in order to be considered. Listed below are the requirements for all Bidders interested in doing business with Fulton County.

1. The Bid sheets included in this Invitation to Bid ("Bid") must be fully completed and returned with the Bid unless otherwise specified in writing by the Purchasing Department. Type or neatly print the date, company name, and the full legal name and title of the person(s) signing the Bid in the place provided at the bottom of each Bid sheet. Any additional sheets submitted must contain the same signature and Bidder information.
2. Original signature(s) must appear on each page of the Bid document. All signatures must be executed by person(s) having contracting authority for the Bidder.
3. Absolutely no fax Bids or reproduction Bids will be accepted, except that photocopies may be submitted in addition to the original when multiple copies of the Bid are specifically requested in the solicitation.
4. The envelope in which the Bid response is submitted must be sealed and clearly labeled with the Bid number, project title, due date and time, and the name of the company or individual submitting the proposal. Bids must be received by the opening date and time shown on this Bid in order to be considered. The Purchasing Agent has no obligation to consider Bids which are not in properly marked envelopes. Contract Compliance submittals shall be submitted in a separate sealed envelope or package.
5. The original and the required number of copies of the Bid must be returned to:

Fulton County Purchasing Agent
Fulton County Purchasing Department
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303

Any inquiries, questions, clarifications or suggestions regarding this solicitation should be submitted in writing to the Purchasing Contact Person. Contact with any other County personnel in regard to a current solicitation is strictly prohibited in accordance with Fulton County "No Contact" policy outlined in Section 35.

6. Show information and prices in the format requested. Prices are to be quoted F.O.B. Destination, and must include all costs chargeable to the Contractor executing the Contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Contractor shall provide Fulton County the benefit through a reduction in price of any decrease in the Contractor's costs by reason of any tax exemption based upon Fulton County's status as a tax-exempt entity.
7. All prices Bid must be audited by the Bidder to ensure correctness before the Bid is submitted. The Bidder is solely responsible for the accuracy of information placed on a Bid sheet, including prices. Clerical or mathematical error is insufficient to void a successful Bid but a Bidder may withdraw a sealed Bid prior to opening without a penalty.
8. All prices must be submitted in the format requested and less all trade discounts. When multiple items are being Bid, Bidder must show both the unit price and the total extended price for each item. When applicable, the Bidder must include an additional lump sum Bid for groups or items. In the event a Bidder is offering an additional discount on groups of items, Bidder must indicate the total lump sum Bid for the particular group of items before any extra

discount, the amount of extra discount, and the net total for the particular group. In the event of an extension error, unit pricing shall prevail.

9. By submitting a signed Bid, Bidder agrees to accept an award made as a result of that Bid under the terms and conditions spelled out in the Bid documents. In the event of a conflict between the different Bid documents, the County's cover Contract (if used) shall have precedence, followed in order by the Invitation to Bid, Purchase Order, Bid, Contractor's Warranty Agreement, Maintenance Agreement, and/or other Contractor provided agreements.
10. A Bidder may submit only one (1) Bid response for each specific Bid solicitation unless otherwise authorized in the specifications.
11. All prices submitted by the Bidder to Fulton County must be guaranteed by the authorized person(s) against any price increase for the time period designated in the Bid specifications, and Fulton County must be given the benefit of any price decrease occurring during such designated time period.
12. All items Bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
13. All Bidders must specify in the Bid response the earliest actual delivery date for each item unless otherwise specified in writing by Fulton County. The delivery date may be a factor in deciding the Bidder's capability to perform.
14. A successful Bidder's delivery ticket(s) and invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to which delivery was made, as listed on the purchase order or in the Bidder's contract with Fulton County.
15. Unless clearly shown as "no substitute" or words to that effect, any items in this invitation to Bid which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive, and is to indicate the general quality and characteristics of products that may be offered. Each item Bid must be individually identified as to whether it is a specified item or an equivalent item by typing or printing after the item(s): The brand name; model or manufacturer's number, or identification regularly used in the trade. Deviations from the specifications must be clearly and fully listed on the Bid sheet, including photographs or cuts, specifications, and dimensions of the proposed "alternate". Fulton County is the sole judge of "exact equivalent", or "alternate". The factors to be considered are: function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service, and other relevant features of item(s) Bid.
16. For all Bids, Fulton County reserves the right to request representative samples. If requested, samples must be delivered at the Bidder's cost within three (3) business days. Samples are submitted at the risk of the Bidder and may be subjected to destructive tests by Fulton County. Samples must be plainly tagged with Fulton County's Bid number, item name, manufacturer, and the name of the Bidder.
17. Item(s) Bid must be complete and ready to operate. No obvious omissions of components or necessary parts shall be made even though the specifications may not detail or mention them. Unit(s) must be furnished with factory installed equipment and must be comparable with the basic form, fit, and functional requirements which are all to be included in the base price as well as any other equipment included as standard by the manufacturer or generally provided to the buying public.

18. All successful Bidders must assume full responsibility for all item(s) damaged prior to F.O.B. Destination delivery and agree to hold harmless Fulton County of all responsibility for prosecuting damage claims.
19. All successful Bidders must assume full responsibility for replacement of all defective or damaged goods within thirty (30) days of notice by Fulton County of such defect or damage.
20. All successful Bidders must assume full responsibility for providing or ensuring warranty service on any and all items including goods, materials, or equipment provided to the County with warranty coverage. If a successful Bidder is not the manufacturer, all manufacturers' warranties must be passed through to Fulton County. The Bidder and not Fulton County is responsible for contacting the manufacturer of the warranty service provided during the warranty period and supervising the completion of the warranty service to the satisfaction of Fulton County.
21. As a successful Bidder providing any equipment which requires fitting and assembly, the Bidder shall be solely responsible for such installation being performed by a manufacturer's authorized or approved servicer or an experienced worker, utilizing workmanship of the highest caliber. The Bidder must verify all dimensions at the site, shall be responsible for their correctness, and shall be responsible for the availability of replacement parts when specified in writing by Fulton County in the specifications, purchase order, or other contract.
22. A successful Bidder is solely responsible for disposing of all wrappings, crating, and other disposable material upon deliver of item(s).
23. All Bidders are required to be authorized distributors or regularly engaged in the sale or distribution of the type of goods, materials, equipment or services for which the Bidder is submitting a Bid response in addition, all Bidders are required to provide Fulton County with three (3) written references documenting the successful completion of Bids or contracts for the types of items including goods, materials, equipment, or services for which the Bidder is submitting a Bid response. In instances where a Bidder has never supplied such goods, material, equipment, or services before, the Bidder must submit with the Bid response a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the Bidder as a responsible Bidder, capable of meeting the Bid requirements should an award be made. No exceptions to this provision will be made unless authorized in the Bid specifications.
24. Bidders may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their Bid proposal, and are in all respects competent and eligible vendors to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Bidder to perform such work, and reserves the right to reject any Bidder if evidence fails to indicate that the Bidder is qualified to carry out the obligation of the Contract and to complete the work satisfactorily.
25. All Bidders must comply with all Fulton County Purchasing laws, policies, and procedures, non-discrimination in contracting and procurement ordinances, and relevant state and federal laws including but not limited to compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act. Successful Bidder must obtain all permits, licenses, and inspections as required and furnish all labor, materials, insurance, equipment, tools, supervision, and incidentals necessary to accomplish the work in these specifications.
26. If a successful Bidder is unable or unwilling to enter into a Contract with Fulton County subsequent to being granted an award, or who fails to perform in accordance with the Bid specifications the Bidder will be subject to damages and all other relief allowed by law.
27. Successful Bidders contract directly with Fulton County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in

accordance with the specifications will constitute a breach of Contract and may result in a Bidder being found to be “non-responsive” in the future.

28. In case of default by the successful Bidder, Fulton County may procure the articles for services from another source and hold the successful Bidder responsible for any resulting excess cost.
29. The County may award any Bid in whole or in part to one or more vendors or reject all Bids and/or waive any technicalities if it is in the best interests of the County to do so. In the event that all Bids are not rejected, Bids for items including goods, materials, equipment, and services will be awarded to the lowest “responsible” Bidder(s) as determined by Fulton County. Submitting the lowest Bid, as published at the Bid opening, does not constitute an award or the mutual expectation of an award of a Contract and purchase order. For purposes of this notice and the attached Bid sheets, a purchase order is a Contract to provide items including goods, materials, equipment, and services and is intended to have the full force and effect of a Contract. A breach of the terms and conditions of a purchase order constitutes a breach of Contract.
30. Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may withdrawn as follows:

Competitive sealed Bids (“Bid”) may not be revoked or withdrawn until 60 days after the time set by the governmental entity for opening of Bids. At the end of this time period, the Bid will cease to be valid, unless the Bidder provides written notice to the County prior to the scheduled expiration date that the Bid will be extended for a time period specified by the County.
31. In the evaluation of the Bids, any award will be subject to the Bid being:
 - A. Compliant to the specification – meets form, fit, and function requirements stated or implied in the specification.
 - B. Lowest cost to the County over projected useful life.
 - C. Administratively Compliant – Including all required bonds, insurance, established quality of work and general reputation, financial responsibility, relevant experience, and related criteria.
32. All proposals and Bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) §50-18-70 et seq.
33. All proposals and Bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the Bid envelope.
34. The apparent silence of this specification, and any supplement thereto, as to details, of the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.
35. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
 - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
 - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.
36. Any Bidder intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this Bid. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or are accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Bids from Joint Ventures that do not include these documents will be rejected as being "non-responsive".
37. Any Bidder intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in this solicitation. Bids that do not include these completed documents will be rejected as being "non-responsive".

END OF SECTION NO. 1

SECTION 2

BID FORM

ROYALTIES PAVEMENT RESURFACING CONTRACT - 2005

Submitted, _____, 2005.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Contracting Officer and to fully complete all work under this Contract within **Three Hundred Sixty-five (365)** consecutive calendar days from and including said date.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

Bid award will be made to the lowest responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, the suitability to requirements, delivery terms, conditions and any guarantee clauses shall be taken into consideration.

Bidder acknowledges receipt of Addenda

BIDDER: _____

Signed by: _____
[Type or Print Name]

Title: _____

Business Address: _____

Business Phone: _____

Bidder's Contractor License No: _____
[State/County]

License Expiration Date: _____

Enclosed is a Bid Bond in the approved form, in the sum of:

_____ Dollars

(\$_____) according to the conditions of "Instructions to Bidders" and provisions thereof.

END OF SECTION NO. 2

SECTION 3**PURCHASING FORMS & INSTRUCTIONS**

This section contains the procurement forms that are required to be executed and submitted with the bid package. This section does not contain all forms required to be included with the bid package submittal.

To be deemed responsive to this RFP, Bidders must provide the information requested and complete in detail all Purchasing Forms. The appropriate individual(s) authorized to commit the Bidder to the Project must sign the Purchasing Forms. Bidders should reproduce each Purchasing Form, as required, and complete the appropriate portions of the forms provided in this section.

- Form A: Non-Collusion Affidavit of Prime Bidder
- Form B: Non-Collusion Affidavit of Sub-Contractors
- Form C: Certificate of Acceptance of Request for Bid Requirements
- Form D: Contractor License Certification
- Form E: Certification Regarding Debarment
- Form F: Corporate Certification
- Form G: Non-Conflict of Interest Certification

FORM A - NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR**STATE OF GEORGIA****COUNTY OF FULTON**

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

FORM B - NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR**STATE OF GEORGIA****COUNTY OF FULTON**

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

**FORM C - FULTON COUNTY CERTIFICATE OF ACCEPTANCE OF BID/PROPOSAL
REQUIREMENTS**

This Is To Certify That On This Day Bidder/Proposer Acknowledges That He/She Has Read This Bid Document, Pages ____ To ____ Inclusive, Including Addendum(s) ____ To ____, And/Or Appendices ____ To ____, In Its Entirety, And Agrees That No Pages Or Parts Of The Document Have Been Omitted, That He/She Understands, Accepts And Agrees To Fully Comply With The Requirements Therein, And That The Undersigned Is Authorized By The Bidding/Proposing Company To Submit The Bid/Proposal Herein And To Legally Obligate The Bidder/Proposer Thereto.

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

FORM D - CONTRACTOR'S LICENSE CERTIFICATION

Contractor's Name: _____

Utility Contractor's Name: _____

Expiration Date of License: _____

(ATTACHED COPY OF LICENSE)

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

FORM E - CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (1) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

(a) Authority to suspend.

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

(b) Causes for Suspension. The causes for suspension include:

- 1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- 2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a

county contractor.

- 3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- 4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- 5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- 6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2005

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

FORM F - CORPORATE CERTIFICATE

Corporations

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing Bid; that _____, who signed said Bid on behalf of the Contractor was then _____ of said Corporation; that said Bid was duly signed for and on behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____.

This _____ day of _____, 20 ____ .

(SEAL) must be affixed

Partnership or other entities:

I, _____, certify that I am authorized to sign to commit _____ named as Contractor in the foregoing Bid. That said company is formed under the laws of the State of _____.

This _____ day of _____, 20 ____ .

It is necessary to attach a letter on company letterhead and dated on or after the date of this certificate that the individual signing to commit the partnership or other entity not a corporation to the stipulations of this bid is authorized to do so. The letter should be signed by an individual working for the company who has knowledge of this fact.

FORM G - NON CONFLICT OF INTEREST CERTIFICATION

I, _____, as the legal representative of _____, do certify that we will not perform any type of professional services for property owners adjacent or contiguous to any project assigned by Fulton County, during the active life of such project. Further, I additionally certify that if we already have an agreement(s) with property owner(s) adjacent or contiguous to a project assigned by Fulton County, we will either reject the County assignment, or cancel the property owner already in effect if so directed by Fulton County Board of Commissioners. In no case will our firm utilize our knowledge of the ongoing Fulton County project for professional gain during the active life of such Project.

Name: _____

Title: _____

Date: _____

Witness: _____

Name: _____

Title: _____

Date: _____

END OF SECTION NO. 3

SECTION 4**BID BOND REQUIREMENTS**

No bid for a contract in Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Bid Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County. The Bid Bond shall be in the amount of not less than 5% of the total amount payable by the terms of the Contract. No bid shall be read aloud or considered if a proper bid bond has not been submitted.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

BID BONDROYALTIES PAVEMENT RESURFACING CONTRACT - 2005
FULTON COUNTY GOVERNMENT

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

hereinafter called the PRINCIPAL, and _____

hereinafter call the SURETY, a corporation chartered and existing under the laws of the State of _____ and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the Fulton County Government, in the penal sum of _____ Dollars and Cents (\$_____) good and lawful money of the United States of America, to be paid upon demand of the Fulton County Government, to which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the Fulton County Government, for Royalties Pavement Resurfacing Contract - 2005, a Bid;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law:

NOW THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the COUNTY of the award of the Contract execute a Contract in accordance with the Bid and upon the terms, conditions and prices set forth therein, in the form and manner required by the Fulton County Government, and execute sufficient and satisfactory Performance and Payments Bonds payable to the Fulton County Government, each in the amount of one hundred (100%) percent of the total contract price in form and with security satisfactory to said Fulton County Government, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the Fulton County Government, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

In the event suit is brought upon this Bond by the COUNTY and judgment is recovered, the SURETY shall pay all costs incurred by the COUNTY in such suit, including attorney's fees to be fixed by the Court.

Enclosed is a Bid Bond in the approved form, in the amount of

_____Dollars
(\$_____) being in the amount of five (5%) percent of the CONTRACT Sum. The

money payable on this bond shall be paid to the Fulton County Government, for the failure of the Bidder to execute a CONTRACT within ten (10) days after receipt of the Contract form and at the same time furnish a Payment Bond and Performance Bond.

IN TESTIMONY THEROF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this _____day of _____, 2005.

(Signatures on next page)

ATTEST:

PRINCIPAL

BY _____ (SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as principal in the within bond; that _____, who signed the said bond of said corporation; that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

SECRETARY

(CORPORATE SEAL)

SURETY

(SEAL) BY _____

END OF SECTION NO. 4

SECTION 5

CONTRACT COMPLIANCE REQUIREMENTS

NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT

Policy Statement: It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors seeking to obtain contracts with Fulton County.

Equal Business Opportunity Plan (EBO Plan): In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in this solicitation.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor **must** certify in writing and **must** document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

REQUIRED FORMS AND EBO PLAN:

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the bid/proposal being deemed non-responsive:

- **Exhibit A** - Promise of Non-Discrimination
- **Exhibit B** - Employment Report
- **Exhibit C** - Schedule of Intended Subcontractor Utilization
- **Exhibit D** - Letter of Intent to Perform As a Subcontractor or Provide Materials or Services
- **Exhibit E** - Declaration Regarding Subcontractor Practices
- **Exhibit F** - Joint Venture Disclosure Affidavit
- **Equal Business Opportunity Plan (EBO Plan)** – This document is not a form. It is a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

The following document **must** be completed as instructed if awarded the bid:

- **Exhibit G** - Prime Contractor’s Subcontractor Utilization Report

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/WE (_____).
Name

Title Firm Name

Hereinafter "Company"), in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

EMPLOYEES

CATEGORY	NATIVE INDIAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CACUSIAN AMERICAN		OTHER	
Male/Female	M	F	M	F	M	F	M	F	M	F	M	F
Mgmt/Official												
Professional (Arch., P.E., etc.)												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Others (Specify)												
TOTALS												

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

This completed form is for (Check one) _____ Bidder/Proposer _____ Subcontractor

Submitted by: _____ Date Completed: _____

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer:_____

ITB/RFP NUMBER:_____

Project Name or Description of Work/Service(s):_____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is _____ is not _____ a minority or female owned and controlled business. (Please indicate below the portion of work, including, percentage of bid amount that your firm will carry out directly):

If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

2. Sub-Contractors (Including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME:_____

ADDRESS:_____

PHONE:_____

CONTACT PERSON:_____

ETHNIC GROUP*:_____ **COUNTY CERTIFIED**** _____

WORK TO BE PERFORMED:_____

DOLLAR VALUE OF WORK: \$ _____ **PERCENTAGE VALUE:** _____ %

Ethnic Groups:** African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); *If yes, attach copy of recent certification letter.**

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, attach copy of recent certification letter.**

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

Total Dollar Value of Small Business Enterprise Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid provisions, including the accompanying Exhibits and other terms and conditions regarding subcontractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature/Title: _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D - LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR OR PROVIDE MATERIALS OR SERVICES

This form **must** be completed by **ALL** known subcontractors/suppliers and submitted with the bid. The Prime Contractor **must** submit Letters of Intent for ALL known subcontractors/suppliers at time of bid submission.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

(Subcontractor)

Signature _____ Signature _____

Title _____ Title _____

Date _____ Date _____

EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid.

_____ Hereby declares that it is my/our intent to
(Bidder)

Perform 100% of the work required for _____
(IFB/RFP Number)

(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a bidder's decision to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ Title: _____ Date: _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT**ITB No.**_____**Project Name**_____

This form must be completed and submitted with the bid if a Joint Venture approach is to be undertaken.

The firms listed below do hereby declare that they have entered into a joint venture agreement pursuant to the above mentioned project. The information requested below is to clearly identify and explain the extent of participation of each firm in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:**1) Name of Business:**_____**Street Address:**_____**City/State/Zip:**_____**County:**_____**Nature of Business:**_____**2) Name of Business:**_____**Street Address:**_____**City/State/Zip:**_____**County:**_____**Nature of Business:**_____**3) Name of Business:**_____**Street Address:**_____**City/State/Zip:**_____**County:**_____**Nature of Business:**_____**NAME OF JOINT VENTURE (If applicable):**_____**OFFICE ADDRESS:**_____**PRINCIPAL OFFICE:** _____**OFFICE PHONE:**_____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof. Indicate the percentage make-up for each joint venture partner.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any Ownership, options for Ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimate contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of ownership by each joint venture in terms of profit and loss sharing: _____

12. The authority of each joint venturer to commit or obligate the other: _____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the small business enterprise, the majority firm or the joint venture: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Finance, under the direction of the County Manager's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR: _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this _____ day of _____, 20_____, before me, appeared

_____, the undersigned known to me to be the person described in the foregoing Affidavit and acknowledge that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

EXHIBIT G – PRIME CONTRACTOR/SUBCONTRACTOR UTILIZATION REPORT

This report is required to be submitted by the tenth day of each month, with a copy of your payment invoice (schedule of values/payment application) to Contract Compliance. Failure to comply may result in the County commencing proceedings to impose sanctions on the successful bidder, in addition to purchasing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD:\$ _____
 TOTAL AMOUNT REQUISITION TO DATE:\$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period Starting Date	Contract Period Ending Date
TOTALS						

Executed By: _____

(Signature)

(Printed Name)

END OF SECTION NO. 5

SECTION 6

INSURANCE INFORMATION/REQUIREMENTS

Insurance and Risk Management Provisions

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

EMPLOYER'S LIABILITY	BY ACCIDENT - EACH ACCIDENT	-	\$500,000.
INSURANCE	BY DISEASE - POLICY LIMIT	-	\$500,000.
(Aggregate)	BY DISEASE - EACH EMPLOYEE	-	\$500,000.

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	-	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	-	\$2,000,000
Products\Completed Operation	Aggregate Limit	-	\$1,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Fire Damage	Limits	-	\$100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits	Each Occurrence	-	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).			

4. ELECTRONIC DATA PROCESSING LIABILITY

(Required if computer contractor)	Limits	-	\$1,000,000
-----------------------------------	--------	---	-------------

5. UMBRELLA LIABILITY

ROYALTIES PAVEMENT RESURFACING CONTRACT - 2005 Insurance Information/Requirements

(In excess of above noted coverage's)	Each Occurrence	-	\$2,000,000
6. PROFESSIONAL LIABILITY (Required if respondent providing quotation for professional services).	Each Occurrence	-	\$1,000,000
7. FIDELITY BOND (Employee Dishonesty)	Each Occurrence	-	\$ 100,000

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

If Fulton County Government shall so request, the Offeror, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

The Contractor/Vendor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, or the performance, or nonperformance, of it's obligations under this agreements.

THE OFFEROR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY:_____ SIGNATURE:_____

NAME:_____ TITLE:_____ DATE:_____

END OF SECTION NO. 6

SECTION 7

AGREEMENT

ROYALTIES PAVEMENT RESURFACING CONTRACT 2005

Contractor: _____ Project No. _____

Address: _____ Telephone: _____

Contact: _____ Facsimile: _____

THIS AGREEMENT is effective as of the _____ day of _____, 2005, by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and _____ (hereinafter called the "Contractor") in accordance with all provisions of this Construction agreement, consisting of the following Contract Documents:

General Conditions
 Special Conditions
 Bid Form
 Quantities and Pricing
 Scope of Work and Technical Specifications
 Drawings and Specifications
 Exhibits
 Insurance Forms
 Purchasing Forms
 Office of Contract Compliance Forms

WITNESSETH: That the said Contractor has agreed, and by these presents does agree with the said County, for an in consideration of a Contract Price of _____ (\$_____) and other good and valuable consideration, and under the penalty expressed on Bonds hereto attached, to furnish all equipment, tools, materials, skill, and labor of every description necessary to carry out and complete in good, firm, and substantial, and workmanlike manner, the Work specified, in strict conformity with the Drawings and the Specifications hereinafter set forth, which Drawings and Specifications together with the bid submittals made by the Contractor, General Conditions, Special Provisions, Detailed Specifications, Exhibits, and this Agreement, shall all form essential parts of this Contract. The Work covered by this Contract includes all Work indicated on Plans and Specifications and listed in the Bid entitled:

Royalties Pavement Resurfacing Contract ITB – 2005

The Contractor shall commence the Work with adequate force and equipment within 10 days from receipt of Notice to Proceed from the County, and shall complete the work within 365 **calendar** days from the Notice to Proceed or the date work begins, whichever comes first. The Contractor shall remain responsible for performing, in accordance with the terms of the contract, all work assigned prior to the expiration of the said calendar days allowed for completion of the work even if the work is not completed until after the expiration of such days.

For each calendar day that any work remains uncompleted after the time allowed for completion of the work, the Contractor shall pay the County the sum of \$ 500.00 not as a penalty but as liquidated damages,

which liquidated damages the County may deduct from any money due the contractor. At the County's convenience and not to its prejudice the County may provide written notice of the commencement of the assessment of liquidated damages.

As full compensation for the faithful performance of this Contract, the County shall pay the Contractor in accordance with the General Conditions and the prices stipulated in the Bid, hereto attached.

It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bonds hereto attached for its faithful performance, the County shall deem the surety or sureties upon such bonds to be unsatisfactory, or, if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at his expense, within five days after receipt of notice from the County so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the County. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the County.

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, Servants, or employees, or by any of the Contractor's subcontractors or suppliers, and the Contractor shall indemnify and hold harmless the County, the Construction Manager, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of County or Construction Manager negligence (except that no party shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising there from, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County and the Construction Manager arising there from.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the Construction Manager, the County may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the Construction Manager from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Contractor to furnish a surety bond satisfactory to the County providing for such protection and indemnity, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor.

This Contract constitutes the full agreement between the parties, and the Contractor shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm or corporation without the previous consent of the County in writing. Subject to applicable provisions of law, this Contract shall be in full force and effect as a Contract, from the date on which a fully executed and approved counterpart hereof is delivered to the Contractor and shall remain and continue in full force and effect until after the expiration of any guarantee period and the Contractor and his sureties are finally released by the County.

This agreement was approved by the Fulton County Board of Commissioners on _____ day of _____, 2005.

[SIGNATURES NEXT PAGE]

Attest:

NAME OF CONTRACTOR

By: _____

Title: _____

Seal (Affix)

Attest:

FULTON COUNTY, GEORGIA

By: _____
Mark Massey, Clerk to the Commission

By: _____
Karen Handel, Chair
Board of Commissioners

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By: _____
County Attorney

By: _____
Interim Director of Public Works

END OF SECTION NO. 7

SECTION 8A**PERFORMANCE BOND REQUIREMENTS**

No contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Performance Bond with good and sufficient surety payable to, in favor of and for the protection of Fulton County. The Performance Bond shall be in the amount of at 100% of the total contract amount payable by the terms of the Contract and shall be written on the enclosed form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business as a surety in Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS _____ (hereinafter called the "Principal") and [insert name of surety] (hereinafter called the "Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner") and their successors and assigns, the penal sum of [100% of contract amount], lawful money of the United States of America, for the payment of which the principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract (Contract) with the Owner, dated _____, which is incorporated herein by reference in its entirety, for the Royalties Pavement Resurfacing Contract - 2005, more particularly described in the Contract (herein called the "Project"); and

NOW, THEREFORE, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction-Type Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner:
 - a. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the sole option of the Owner;
 - b. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this day of _____, _____.

_____(SEAL)
(Principal)

By: _____

Attest:

Secretary

_____(SEAL)
(Surety)

By: _____

Attest:

Secretary

(Address of Surety's Home Office)

(Resident Agent of Surety)

END OF SECTION NO. 8A

SECTION 8B**PAYMENT BOND REQUIREMENTS**

No Contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Payment Bond with good and sufficient surety payable to Fulton County for the use and protection of all sub-contractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the Contract. The Payment Bond shall be in the amount of 100% of the total contract amount payable by the terms of the Contract and shall be written on the following form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that [insert name of contractor] (hereinafter called the "Principal") and _____ (hereinafter called the "Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner"), its successors and assigns as obligee, in the penal sum of [100% of contract amount], lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated [insert date of contract], which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as [insert name of project], as more particularly described in the Contract (hereinafter called the "Project");

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.

3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.

4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.

5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.

6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.

7. This Bond is intended to comply with O.C.G.A. Section 13-10-1, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this

Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligations to be signed by their duly authorized representatives this _____ of _____.

_____(SEAL)
(Principal)

By: _____

Attest:

Secretary

_____(SEAL)
(Surety)

By: _____

Attest:

Secretary

(Address of Surety's Home Office)

(Resident Agent of Surety)

END OF SECTION NO. 8B

SECTION 9

GENERAL CONDITIONS

Unless otherwise modified by the Special Provisions, all work performed under this contract shall be in accordance with the Georgia Department of Transportation Standard Specifications, Construction of Roads and Bridges, 2001 Edition, and Special Provisions modifying them.

SPECIFICATIONS

Contractor shall complete all resurfacing within forty-eight (48) hours after completing the milling.

The Contractor and the County shall jointly measure all work and determine the total pavement area in square yards, to establish the basis of payment for the work.

The Contractor and the County shall jointly check all structures within the pavement to insure they are located at the proper grade to conform to the final paved surface.

The Contractor and the County shall jointly check and mark all paving cuts to be trimmed to uniform alignment so as to join the new asphaltic paving.

Equipment – the milling equipment shall be a power driven, self – propelled machine which is specifically designed to mill and remove a specified depth of existing asphalt paving. The equipment shall be of size, shape, and dimensions so as not to restrict safe passage of traffic in areas adjacent to the work. The machine shall be equipped with a lighting system for night work. Conveyors capable of side, rear or front loading shall be provided together with the necessary equipment to transfer the milled material from the roadway to a truck. Dust control shall be such as not to restrict visibility of passing traffic or annoy adjacent property owners.

Construction – the existing roadways condition will designate the areas and depths to be milled including bridge decks, shoulders and ramps as required. The construction operation shall be scheduled and proceed in such manner that will produce a uniform finished surface. Milling shall be accomplished so as to maintain a constant cross slope between extremities in each lane. All longitudinal vertical edges produced by the removal process shall be beveled back a minimum of 3-inch for each 2-inch depth of removal, by an attached mold board or similar approved method. Transverse edges produced by the removal process at ramp areas and end of milled sections shall be provided a ten (10) foot taper to avoid creating a traffic hazard and produce a reasonably smooth surface. The asphaltic concrete reclaimed from the milling operation shall be stock-piled and utilized by the bidder to offset the unit cost of re-surfacing.

Final surface finish – the milling operation shall produce a uniform pavement texture that is true to line, grade, and cross section. Milled pavement surface acceptance testing will be performed using the laser road profiler method in GDT 126. Milled pavement will be evaluated on individual test sections, normally 1 mile (1 km) long. When the milled surface is to be left as the final wearing surface, ensure that indices do not exceed:

- 1025 on milled pavement surfaces on interstates when the milled surface will be the final wearing surface
- 1175 for other on-system routes when the milled surface will be the final wearing surface
- 1175 on interstates and 1325 for other on-system routes if the milled surface will be overlaid

Contractor will re-mill areas to meet the specified limits when the indices are exceeded. Re-mill will be at no additional cost to the County.

Milled pavement surfaces are subject to visual and straightedge inspection. At all times, the Contractor shall have available a 10 ft (3 m) straight edge near the milling operation to measure surface irregularities of the milled pavement surface. Re-mill irregularities greater than 1/8 in per 10 ft (3 mm in 3 m) at no additional cost to the County.

Ensure cross slope is uniform and that no depressions or slope misalignments greater than ¼ in per 12 ft (6 mm in 3.6 m) exist when the slope is tested with a straightedge placed perpendicular to the center line.

Stockpiling/recycling – the milled material shall be stockpiled, recycled and utilized by the bidder as a means to offset the unit cost of resurfacing.

Measurement – milling asphaltic concrete pavement will be measured by the square yard and 9.5 mm Superpave, 12.5 mm Superpave, 19 mm Superpave, 25 mm Superpave and leveling asphaltic concrete will be measured by the ton, as described in the Georgia Department of Transportation's 2001 standard specifications article 109.01.

Payment – milling asphaltic pavement, measured as defined above, will be paid for at the contract unit price bid per square yard. Such payment shall be full compensation for furnishing all equipment, milling, planning, resurfacing, hauling, and recycling of milled material as specified, and for satisfactorily performing the work.

Permits and licenses – the Contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Sanitary provisions – the Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his/her employees as may be necessary to comply with the requirements of the State Department of Health and other authorities having jurisdiction, and shall permit no public nuisance.

Public convenience and safety – the Contractor shall at all times so conduct his work as to assure the least possible obstructions of traffic. The safety and convenience of the general public and the residents along the highway and the protection of persons and property shall be provided for by the Contractor.

Traffic whose origin and destination is within the limits of the project shall be provided ingress and egress at all times unless otherwise specified by the County. The ingress and egress includes entrance and exit via driveways at various properties, and access to the intersecting roads and streets. The Contractor shall maintain sufficient personnel and equipment on the project at all times, particularly during inclement weather, to insure that ingress and egress are provided when and where needed.

Two-way traffic shall be maintained at all times unless otherwise specified or approved by the County. The Contractor shall not stop traffic without permission granted by the County. All equipment used on the work shall come equipped with factory installed mufflers or manufacturer's recommended equivalent, in good condition. These mufflers shall be maintained in good condition throughout the construction period.

Barricades, danger, warning and detour signs – the Contractor shall furnish, install, and maintain all necessary and required barricades, signs and other traffic control devices in accordance with the Manual of Uniform Traffic Control Devices and these specifications, and take all necessary precautions for the protection of the work and safety of the public. Unless otherwise specified, all traffic control devices furnished by the Contractor shall remain the property of the Contractor.

The Contractor shall be responsible for the preservation of all public and private property, crops, fish, ponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc. along and adjacent to the highway, road or street, and shall use every precaution necessary to prevent damage or

injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof, the Contractor shall restore, at the Contractor's expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or make good such damage or injury in an acceptable manner.

Invoices shall contain the following information to insure prompt payment:

- A. Purchase order number and contract number
- B. Department name/contact person for whom order was delivered and/or picked up
- C. Date of delivery and/or pick-up and photocopy of signed delivery receipt.

END OF SECTION NO. 9

SECTION 10**SPECIAL PROVISIONS**

Section 9, GENERAL CONDITIONS is hereby modified as follows:

SECTION 101 DEFINITION AND TERMS**Section 101.14 COMMISSIONER**

Delete as written and substitute the following: THE FULTON COUNTY BOARD OF COMMISSIONERS

Section 101.22 DEPARTMENT

Delete as written and substitute the following: THE FULTON COUNTY BOARD OF COMMISSIONERS

Section 101.24 ENGINEER

Delete as written and substitute the following: The Fulton County Director of Public Works, Acting directly or through his duly authorized representative or, as revealed by the context in which used, the entity responsible for the design, engineering and specifications to the plans.

Section 101.31 HOLIDAYS

Substitute: Fulton County for State of Georgia

Delete the following: January 19, Lee's Birthday; 3rd Monday in February, Washington's Birthday; April 26, Confederate Memorial Day; 2nd Monday in October, Columbus Day.

Add the following: Friday following Thanksgiving; Christmas Eve.

Section 101.48 PROPOSAL

THE TERM PROPOSAL SHALL BE CONSIDERED TO BE SYNONYMOUS WITH BID.

Add the following definitions:

Section 101.84 COUNTY

THE FULTON COUNTY BOARD OF COMMISSIONERS

Section 101.85 OWNER FULTON COUNTY, GEORGIA OR ITS AUTHORIZED REPRESENTATIVE(S)**Section 101.86 CONSTRUCTION MANAGER**

THE OWNER'S AUTHORIZED REPRESENTATIVE, WHO SHALL MANAGE THE CONTRACT ON BEHALF OF OWNER.

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS**Section 102.01 PREQUALIFICATION OF BIDDERS**

Add the following: This section also applies to Fulton County vendors.

Section 102.03 CONTENTS OF PROPOSAL FORMS

Delete in its entirety and substitute the following:

Bid Submittal

Bids Shall Clearly indicate the Legal Name, Address, and Telephone Number of the Bidder (Company, Firm, Partnership, Individual). Bids shall be Signed above the Typed or Printed Name and Title of the Signer. The Signer Shall Have the Authority to Bind the Bidder to the Submitted Bid.

One (1) Original Bid Package and Three (3) Copies of the Bid Shall Be Submitted in One Sealed Package, Clearly Marked on the Outside Sealed Bid for "Royalties Pavement Resurfacing Contract - 2005" and Addressed to:

Fulton County Department of Purchasing
130 Peachtree Street, S.E., Suite 1168
Atlanta, Georgia 30303

If utility work subject to the requirements of O.C.G.A. Section 43-14-8.2 is required for the project, the outside of the Bid shall also be marked, Utility Contractor's License Number _____.

Failure to Mark Outside of Bid Envelope as Indicated above will Result in Rejection of Bid.

Information to be Submitted

Failure to submit any required data item may be cause for rejection. Bidders may submit such other data as they deem appropriate. However, voluminous or overly elaborate Bids are discouraged.

Bid Information Shall Include:

Price Quote - Provide a Price Quote for Each Individual Project for Which a Bid is Submitted on the Forms Provided in the Bid Documents.

Bid Bond - As required by Section 102.08.

Insurance - Refer to Added Section 102.15.

Compliance with Equal Opportunity Requirements - Refer to Section 102.07G and Added Section 107.26.

Project Schedule - Provide a Project Schedule in Accordance with Section 108.03.

Affidavits - Signed, Certified Copies of the Non-Conflict of Interest Certification; Non-Collusion Affidavit of Bidder; Non-Collusion Affidavit of Sub-contractor; and Special Assurances for Utility Contract Work within Public Right-of-Way.

Organization Description - Provide a Short Resume of the Organization. Include Types of Similar Services/products Performed/provided by the Firm.

Project History - Provide a description of experience the firm has had with projects similar to the one described herein. Include contact person, name of project and telephone number, other than members of your firm, that can be contacted regarding this project.

Current Workload - Provide the existing workload of personnel to be assigned, showing ability to meet project needs.

Organization - Provide a personnel summary of those individuals anticipated to be assigned to the project and the percentage of project for which each will be responsible.

Financial capability - Provide certified copies of financial statements for the previous three (3) years. Note: Privately held companies should submit such financial statements as will allow adequate comparison with the financial data of publicly held companies.

12. References - Provide a list of references, contacts and telephone numbers that may be contacted regarding firm performance on the form provided.

Section 102.05 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF THE WORK

Add the following Paragraphs:

The drawings, specifications, contract documents, and all supplemental documents are considered essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe, and provide for all work necessary to complete the project in an acceptable manner, ready for use, occupancy, or operation by the Owner in case of conflict between the drawings and specifications, the specifications will govern. Figure dimensions on drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings.

In cases where products or quantities are omitted from the specifications, the description and quantities shown on the drawings shall govern.

The County will not be responsible for Bidders errors or misjudgment, nor for any information on local conditions or general laws and regulations.

The Bidder shall notify the Owner of the date and time he/she proposes to examine the work site(s). The Bidder shall confine the examination to the specific areas designated for the proposed construction, including easements and public rights-of-way. If, due to some unforeseen reason, the Owner's proceedings for obtaining the proposed construction site have not been completed, the bidder may enter the site only with the express consent of the property owner. The Bidder is solely responsible for any and all damages caused and/or resulting from the site examination.

Section 102.06 PREPARATION OF PROPOSAL

Delete fourth paragraph, beginning at the Certificate of Current Capacity.

Add the following:

The Bidder shall comply with the relevant requirements of all Federal State, County or local laws. The Bidder warrants that it has not employed or retained any company or person, other than a bona-fide employee working solely for the Bidder, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona-fide employee working solely for the Bidder, any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability, or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Delete the paragraph beginning "All bids in excess of \$500,000" and subsequent paragraphs.

Section 102.07 REJECTION OF PROPOSALS

In the first sentence of introductory paragraph, delete the phrase: If the Certificate of Current Capacity is not executed under Oath and Substantiated, Delete paragraph "H" and substitute the following:

EQUAL OPPORTUNITY:

Except as otherwise provided, during the performance of this Contract the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and treated during employment without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Opportunity Clause. The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The Contractor will send to each labor union or representative of workers with which Contractor has collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the Contractor's commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Contractor agrees to comply with all Lawful agreements, if any, which the contractor had made with any association, union, or other entity, with respect to wages, salaries and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

C) The Contractor shall include the provisions of this Equal Opportunity Article in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor. Failure of a successful bidder or contractor to fully disclose all the contractors or subcontractors to be engaged in a given public contract award may result in cancellation of the contract and imposition of a sanction on such violating bidder or contractor for the period of one (1) year.

Section 102.08 PROPOSAL GUARANTY

Delete in its entirety and substitute:

Each bidder must submit with the bid a separate bid bond for each project, each in an amount not less than five (5) percent of the dollar amount bid. Bonds must be written by a licensed Georgia agent in a company licensed to write surety bonds in the State of Georgia, and acceptable to Fulton County. Bonds are to be made out to Fulton County, Georgia.

Attorneys-in-fact who sign bids and/or contract bonds must file a certified and effectively dated copy of their power-of-attorney with each bond.

Bonds shall be written by a surety listed in the Department of the Treasury circular 570; authorized to do business in the State of Georgia; and shall have an underwriting limitation in excess of 100% of the bid amount. The bonds and surety shall be subject to approval by the Attorney for the County.

Each bidder must submit with the bid proof of ability to provide a separate Performance and a Payment Bond for each project. The Performance bond shall be in an amount equal to One Hundred Percent (100%) of the contract amount and the Payment Bond shall be in an amount equal to One Hundred Percent (100%) of the contract amount. If awarded the Contract, the successful Contractor will be required to provide a separate Performance and Payment Bonds for each project within seven days after Notice of Award and prior to the start of any work.

Section 102.09 DELIVERY OF PROPOSALS

Delete in its entirety and substitute the following:

Any bids received after the above-stated time and date will not be considered. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing and Land for receipt on or before the above stated time and date. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the bidders request and expense.

Any bids may be withdrawn up until the date and time set above for receipt of the bids. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of sixty (60) days to furnish Fulton County with the services set forth in the attached Scopes of Work until a bid has been duly submitted and accepted by the Fulton County Board of Commissioners. No guarantee or representation is made herein as to the time between receipt of bid and subsequent Board action.

All expenses for making bids to the County are to be borne by the bidder.

Add the following sections:

Section 102.15 INSURANCE REQUIREMENTS

Any insurance provided by the Contractor pursuant to this bid must be obtained from a company licensed to do business by the Georgia Department of Insurance.

Section 102.16 ADDENDA AND INTERPRETATION

Add the following as 102.16:

No interpretation of the meaning of the Bid Documents will be made orally to any Bidder. Any request for such interpretation shall be in writing addressed to Fulton County Purchasing Department, Attn:
, 130 Peachtree Street, S.E., Suite 1168, Atlanta, GA,30303. Each such interpretation shall be given in writing, separately numbered and dated, and furnished to each interested Bidder. Any request not received in time to accomplish such interpretation and distribution will not be accepted.

Only communications from firms which are in writing and signed will be recognized by the County. The County shall not be responsible for oral interpretations given by any County Employee, representative or others. The issuance of an addendum is the only official method whereby interpretation, clarification or additional information can be given and upon which the bidder may rely.

If any addenda are issue to this Invitation to Bid, the County will attempt to notify all prospective bidders who have secured same. However, it shall be the responsibility of each bidder, prior to submitting the bid, to contact the Fulton County Department of Purchasing at (404) 730-5800 to determine if addenda were issued and to make such addenda a part of the bid.

SECTION 103 AWARD OF CONTRACT AND EXECUTION OF CONTRACT

Add the following:

Any agreement or contract resulting from the acceptance of a bid shall be on a County approved document form. The county reserves the right to reject any agreement that does not conform to the ITB and any County requirement for agreement and contract. The County reserves the right to modify the agreement resulting from this bid upon the recommendation of the County Attorney.

The Contract, if awarded, will be awarded on a lump sum basis with an option to award in part or in full as follows:

75% to the lowest responsive and responsible bidder;
25% to the next lowest responsive and responsible bidder.

Section 103.01 CONSIDERATION OF PROPOSALS

Delete in its entirety and substitute the following:

The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received on the submission date may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest bidder and the County reserves the right to award the contract to the lowest responsible bidder submitting a responsive bid with a resulting agreement which is most advantageous and in the best interest of the County. The County shall be the sole judge of the bid and the resulting agreement that is in its best interest and its decision shall be final. The County also reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

Section 103.02 AWARD OF CONTRACT

Delete in its entirety and substitute the following:

Section 103.02 AWARD OF CONTRACT

Subject to Section 103.01, the award(s) shall be made by the Board of Commissioners of Fulton County to the lowest responsive and responsible bidder(s) as soon as possible after receipt of bids, taking into consideration price and the responsiveness to the requirements set forth in the Request for Bid. Should the Owner require additional time to award a contract, the time may be extended by mutual agreement between the Owner and the successful Contractor. If an Award of Contract has not been made within sixty (60) days from the bid opening date, or within the extension mutually agreed upon, the Bidder may withdraw the bid without further liability on the part of either party.

Section 103.06 EXECUTION OF CONTRACT

Delete in its entirety and substitute the following:

The Owner shall furnish the Contractor(s) the conformed copies of Contract Documents within fifteen (15) days of Notice of Award of Contract, for execution by the Contractor(s) and the Contractor's surety.

Within ten (10) days after receipt, the Contractor shall return all documents properly executed by the Contractor and the Contractor's surety.

Attached to each document shall be the power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

Within thirty (30) days after receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the Owner shall complete the execution of the documents. Distribution of the completed documents will be made upon completion. Should the Contractor and/or surety fail to execute the documents within time specified, the Owner shall have the right to proceed on the Bid Bond accompanying the bid. If the Owner fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Section 103.07 FAILURE TO EXECUTE CONTRACT

Delete in its entirety and substitute the following:

Subject to O.C.G.A. Section 13-10-1 et. seq. (as amended) and O.C.G.A. 36-91-1 et. seq., failure to execute the Contract, Contract Performance and Payment Bonds, or furnish satisfactory proof of carriage

of the insurance required within ten (10) days after receipt of copies of the Contract may be just cause for annulment of the award and for the forfeiture of the proposal guaranty or bid bond to Fulton County, not as a penalty, but as liquidation of damages sustained. At the decision of the County, the award may then be made to the next lowest responsible Bidder, or the work may be re-advertised or constructed by County forces. The Contract and Contract bonds shall be executed in quadruplicate.

SECTION 104 SCOPE OF WORK

Work consists of milling and resurfacing several square yards of asphaltic pavement on various county streets. Work includes variable depth milling, patching, leveling, resurfacing, pavement markings, traffic lop detector replacement, and shoulder rehabilitation. Roads to be improved are listed on page 82. Details for paving and feathering turnouts for side roads, and detail for driveway tie-ins shall be directed by Engineer.

CHANGES IN THE WORK:

The Construction Manager as the Owner's Agent, may, pursuant to Fulton County Change Order Procedures (800-6), at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the Contract, including but not limited to changes in the following:

- In the specifications (including drawings and designs);
- In the method or manner of performance of the work;
- In the Owner-furnished facilities, equipment, materials, services, or site; or
- Directing acceleration in the performance of the work.

Any other written order or oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the Construction Manager which causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the Construction Manager written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.

Except as herein provided, no other, statement, or conduct of the Construction Manager shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder. All change orders shall be issued pursuant to the Owner's change order policies and procedures.

If any change under this clause causes an increase in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any order, an adjustment may be made and the Contract modified in writing accordingly; provided, however, that except for claims based on defective plans or specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than five (5) days before the Contractor gives written notice as therein required; and provided further, that in the case of defective plans or specifications for which the Owner is responsible, the adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective plans or specifications. The responsibility of the owner for defective plans or specifications under this Section shall be determined on the same standard of liability as applies to claims for delay under Section 105.13B.

If the Contractor intends to assert a claim for an equitable adjustment under this clause, he must, within thirty (30) days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the Construction Manager a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Construction Manager. The statement of claim hereunder may be included in the notice under (b) above.

The Owner may, when changes are minor or when changes would result in relatively small changes in the Contract Price or Contract Time, elect to postpone the issuance of a Change Order until such time that a single change order of substantial importance can be issued incorporating several changes. In

such cases, the Owner shall indicate this intent in a written response to the Contractor's request for a change.

No claim by the Contractor for an adjustment hereunder shall be allowed if asserted after final payment under this Contract.

B. CHANGES IN CONTRACT PRICE:

The Contract Price constitutes the total compensation (subject to authorized adjustment) payable to Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at Contractor's expense without changes in the Contract Price.

The Contract Price may only be changed by a Change Order (800-6). Any claim for an increase in the Contract Price shall be based on written notice delivered to the Construction Manager within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within thirty (30) days of such occurrence unless the Construction Manager allows an additional period of time to ascertain accurate cost data. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

The value of any work by a Change Order of any claim for an increase or decrease in the Contract Price shall be determined in one of the following methods in the order of precedence listed below:

By estimating the number of unit quantities of each part of the work which is changed (either increased or decreased) and then multiplying the estimated number of such unit quantities by the price Bid (which price shall include the Contractor's overhead and profit) for a unit quantity thereof.

The Owner shall fix the total lump sum value of the change in the work of the Contractor following submittal within a reasonable time from the Contractor of an estimate of the direct cost of the work, which shall be added to or deducted from the Contract Price (which estimate shall include the Contractor's overhead and profits. If the Contractor does not submit an estimate of cost of the work in a reasonable time or if the Owner and Contractor do not reach agreement on the cost, the Owner may fix the total lump sum value at some reasonable amount. On any lump sum change which involves a net credit to the Owner, no allowance for overhead and profit shall be included.

C. CHANGES IN CONTRACT TIME:

The Contract Time may be changed only by a Change Order (800-6). Changes in the Work described in the subsection above entitled Changes in the Work and any other claim made by the Contractor for a change in the Contract Time shall be evaluated by the Owner with the assistance and input of the Construction Manager and if the conditions warrant, an appropriate adjustment of the Contract Time will be made.

The Owner, when making these evaluations shall take into consideration the amount and scope of Work which has been changed and shall evaluate if the change in Work has affected the critical path activities as currently approved on the Schedule of Record such that it would delay the completion of the Project. If after these evaluations have been made and in the opinion of the Owner, the Contractor is due an extension of time, then it shall be granted by a Change Order and the Owner shall pay the associated cost due the Contractor for direct field costs attributable to such extension.

Section 104.05 MAINTENANCE DURING CONSTRUCTION

Add to Section 104.05 F:

F. For this contract, all flaggers must have received training and a certificate upon completion of the training program. All costs for providing certified flaggers will be born by the Contractor and payment to

the Contractor will be included in the overall price bid for the project or in the item for Traffic Control when Traffic Control is included in the Contract as a pay item.

Failure to provide certified flaggers as required above shall be reason for the Construction Manager suspending work involving the flagger(s) and withholding all payments due until the Contractor provides the certified flaggers.

Add the following as Section 104.05 H:

H. The Contractor shall not perform work, move equipment or materials on the traveled way that slows traffic flow between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. Equipment or materials moved on or across the traveled way at other times shall be done in such a manner as not to unduly interfere with traffic.

In the event that compliance with the objectives stated above are not achieved, the Construction Manager shall close down all operations being performed. The Construction Manager shall also withhold any payments due, when necessary, until the above requirements have been met.

There will be no separate measurement of payment for the work described herein, and all cost, direct or indirect, for complying with this requirement shall be included in the price bid for TRAFFIC CONTROL.

SECTION 105 - CONTROL OF WORK

AUTHORITY OF THE ENGINEER

Neither Engineer's authority to act under this Contract, nor any decision made by the Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Engineer to Contractor, and subcontractor, any manufacturer, fabricator, supplier, or distributor, or any of their agents or employees, or any other person performing any of the work.

Whenever in the Contract Document the terms "as ordered," "as directed," "as required," "as allowed," or terms of like effect or import are used, or the adjective "reasonable," "suitable," "acceptable," "proper," or "unsatisfactory," or adjectives of the like effort or import are used to describe requirement, direction, review, or judgment of Engineer as to the work, it is intended that such requirement, direction, review, or judgment will be solely to evaluate the work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise.) The use of any such term or adjective never indicates that Engineer shall have authority to supervise or direct performance of the work.

Engineer will not be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and Engineer will not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents.

Engineer will not be responsible for the acts or omissions of Contractor or of any subcontractors, or of the agents or employees of any Contractor or subcontractor, or of any other persons at the site or otherwise performing any of the work. At no time shall any direction of the Engineer to the Contractor incur any additional liability for the County, it being expressly understood that any additional expense incurred by the Contractor as a result of work performed at the direction of the Engineer must be approved in writing by Change Order or Supplemental Agreement before the Contractor shall be entitled to any additional compensation.

Any notice to any Contractor from the County relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

Section 105.02 PLANS AND WORKING DRAWINGS

Add the following:

SHOP DRAWINGS:

The term "shop drawings" includes as-built drawings, diagrams, layouts, prints, descriptive literature, test reports, samples, calculations, schedules, schematics, material lists and information and items of similar meaning furnished by the Contractor to explain in detail specific portions of the Work required by the Contract.

A. SUBMITTAL REQUIRED:

The Contractor shall furnish to the Construction Manager for review in accordance with the procedure outlined below, as-built drawings and descriptive literature for all manufactured or fabricated products. Performance curves and detailed information on non-manufactured products shall be provided when requested by the Construction Manager. Additional information such as special drawings, schedules, calculations and curves, shall be provided as specifically required in the Contract Documents. All submittals shall become the property of the OWNER with unrestricted rights of publication, disclosure, and use without attribution. Submittals shall include, but are not limited to, the following:

1. Labeling: Labeling equipment shall include:

- a. Job name and job location.
- Specification reference section and numbers.
- Contract Drawing reference section and numbers.

2. Orderliness of Submittal: Shop drawings shall include in either a typed form or by reference numbers indicated on the submittal all items referenced in the Specification. This list shall follow the sequence of the Specifications.

3. Drawings (as-built): Drawings of equipment and materials shall be job specific and become the OWNER's property. Catalog drawings are not acceptable unless they have been clearly modified for the Project.

B. CONTRACTOR'S REVIEW:

The Contractor shall review and check Drawings and submittals. The Contractor shall indicate Contractor's approval by initials and date, and shall also reference each submittal to the paragraph of the Specifications or the Drawing number where the item appears. If the Drawings or submittal deviate from the Contract Documents, the Contractor shall advise the Construction Manager, in writing, of the deviation and the reasons therefor. The Contractor shall submit a minimum of six (6) copies of all shop drawings to the Construction Manager. All submittal Drawings shall be certified by a Professional Engineer Registered in the State of Georgia. A transmittal form shall accompany each submittal or group of submittal. A separate transmittal sheet shall be used for reference to each numbered paragraph of the Specifications.

ENGINEER'S REVIEW:

All submittals will be reviewed within a reasonable time after receipt, stamped, dated and initialed by the Engineer before they are returned to the Contractor.

Acceptable submittals will be marked No Exceptions Taken. A minimum of three (3) copies will be retained by the Engineer for the Engineer's and the Owner's use and the remaining copies will be returned to the Contractor.

2. Submittal requiring minor corrections before the product is acceptable will be marked "Make Corrections Noted". The Contractor may not order, fabricate or ship the items included in the submittal until the indicated corrections are made. Drawings must be resubmitted for review prior to installation or use of products.

3. Submittals marked "Amend and Resubmit" must be revised to reflect required changes and the initial review procedure repeated. The "Rejected - See Remarks" notation is used to indicate products which are not acceptable. Upon return of a submittal so marked, the Contractor shall repeat the initial review procedure utilizing acceptable products.

DRAWINGS FOR CONSTRUCTION:

Drawings or other submittal not bearing the Engineer's No Exceptions Taken notation shall not be issued to subcontractor or utilized for construction purposes. No work shall be done or products installed without a drawing or submittal bearing the No Exceptions Taken notation. The Contractor shall maintain at the job site a complete set of shop drawings bearing the Engineer's stamp.

E. SUBSTITUTIONS:

In the event the Contractor obtains the Engineer's approval for the use of products other than that which is called for in the Contract Documents, the Contractor shall, at Contractor's expense and using methods approved by the Engineer, make any changes to structures, piping and electrical work that may be necessary to accommodate these products.

CONTRACTOR'S RESPONSIBILITY

Use of the "No Exceptions Taken" notation on shop drawings or other submittal is general and shall not relieve the Contractor of the responsibility of furnishing products of the proper dimension, size, quality, quantity, materials and all performance characteristics, to efficiently perform the requirements and intent of the Contract Documents. The Engineer's review shall not relieve the Contractor of responsibility for errors of any kind on the shop drawings. Review is intended only to assure conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The Contractor is responsible for dimensions to be confirmed and correlated at the job site.

The Contractor is also responsible for information that pertains solely to the fabrication processes or to the technique of construction and for the coordination of the work of all trades. Any materially differing site condition as between what is shown on the Drawings and Specifications and actually found on site shall be immediately reported to the Construction Manager in writing prior to the commencement of Work at the site. Failure of the Contractor to notify the Construction Manager in writing of the differing site condition prior to performance of Work at the site shall constitute a waiver of any claim for additional monies.

Any Change Order necessitated by the differing site condition shall be processed as provided under "Changes in the Contract".

Any ambiguities or need for clarification of the Drawings or Specifications shall be immediately reported to the Construction Manager in writing. Any such ambiguity or need for clarification shall be handled by the Construction Manager in writing. No clarification of the Drawings and Specifications hereunder by the Construction Manager shall entitle the Contractor to any additional monies unless a Change Order has been processed as provided by Section 104.03 hereof.

Any work done by the Contractor following a discovery of such differing site condition or ambiguity or need for clarification in the Contract Drawings and Specifications prior to a written report to the Construction Manager shall not entitle the Contractor to additional monies and shall be done at the Contractor's risk.

The Construction Manager will furnish the Contractor five (5) copies of the Contract Drawings and the Specifications, which shall remain the OWNER'S property, one copy of which the Contractor shall have available at all times on the Project site.

Section 105.03 CONFORMITY WITH PLANS AND SPECIFICATIONS

Unless otherwise directed, all work performed shall be in accordance with: The Department of Transportation, State of Georgia, Standard Specifications, Construction of Transportation Systems, 2001 Edition, dated June 21, 2001.

Add the following:

Whenever the Engineer's design is based on a specific product of a particular manufacturer, that manufacturer will be shown on the Drawings and/or listed first in the list of approved manufacturers in the Specifications. Substitutions will be considered if the term "Equal To" precedes the names of approved manufacturers in the Specifications.

The Contractor may, after receiving the Notice to Proceed, submit shop drawings on the substitute product for consideration.

Any Bidder intending to furnish substitute products is cautioned to verify that the item being furnished will perform the same functions and have the same capabilities as the item specified. The Bidder should include in the Bid the cost of accessory items which may be required by the substitute product, even though named, and the cost of any architectural, structural, mechanical, piping, electrical or other modifications required to accommodate the substitution.

Approval of the Engineer is dependent on the Engineer's determination that the product offered is essentially equal in function, performance, quality of manufacture, ease of maintenance, reliability, service life and other criteria to that on which the design is based, and will require no major modifications to structures, electrical systems, control systems, or piping systems.

Section 105.11 INSPECTION OF WORK

Add the following:

All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the County and/or Engineer. The County or Engineer will pay for all laboratory inspection service. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

The authorized representatives and agents of the County shall be permitted to observe all work, materials, payrolls, records of personnel, invoice of materials, and other relevant data and records.

All work shall be performed utilizing the compaction requirements as outlined in the Department of Transportation, State of Georgia, Standard Specifications, whether required to be performed for roadway or utility purposes. All compaction requirements as outlined in the Department of Transportation, State of Georgia, Standard Specifications, whether required to be performed for roadway or utility purposes. All compaction requirements will be the responsibility of the Contractor, regardless of the party actually performing the work. The Contractor shall immediately notify the County if deficient compaction is observed by parties not under his/her control.

Unless otherwise provided in this Contract, acceptance by the Owner shall be made as promptly as practicable after completion and inspection of all work required by this Contract, or that portion of the Work that the Construction Manager determines can be accepted separately. Prior to any such inspection, contractor shall provide Record Drawings, certified by a Professional Engineer, registered in the State of Georgia, for that portion of the Work to be inspected. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guarantee.

Section 105.13 CLAIMS FOR ADJUSTMENT AND DISPUTES

Delete 105.13 (A) (3)

Section 105.14 MAINTENANCE DURING CONSTRUCTION

At all times, the Contractor shall perform work as may be required to protect the entire site from damage, both existing conditions and performed work. Furthermore, the Contractor shall be responsible for all damages to all persons and property due to the non-maintenance of the project site.

SECTION 106 - CONTROL OF MATERIALS

Section 106.01 SOURCE OF SUPPLY AND QUANTITY OF MATERIALS

All materials used in the work including equipment shall be new and unused materials of CW Matthews, a reputable U.S. manufacturer conforming to the applicable requirements of the Specifications, and no materials shall be used in the work until they have been approved by the Engineer. The Contractor shall furnish all materials necessary except as otherwise noted or specified.

See CW Matthew plant addresses on page 83

Add the following:

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this contract, reference to any equipment, material or article, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at his option, use any equipment, material, article, or process, which in the judgment of the Construction Manager, is equal to that named. The Contractor shall furnish to the Construction Manager for his approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature, and rating of the machinery and other equipment which the Contractor contemplates incorporating in the work. When required by this contract, or when called for by the Construction Manager, the Contractor shall furnish the Construction Manager for approval full information concerning the material or articles which he contemplates incorporating in the work. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid.

Machinery, equipment, material, and articles installed or used without required approval shall be at the risk of subsequent rejection. All work under this contract shall be performed in a skillful and workmanlike manner.

Section 106.03 SAMPLE, TESTS, CITED SPECIFICATIONS

Materials furnished for all construction shall be subject to test at all times by the Engineer and any samples or specimens selected for test shall be furnished at no cost. All tests shall be made by a recognized testing laboratory acceptable to the Engineer. When applicable, every effort shall be made to incorporate materials currently included in the Georgia Department of Transportation approved materials source.

Sampling and testing will be in accordance with the Georgia Department of Transportation "Sampling, Testing, and Inspection Manual."

The costs of any initial tests shall be borne by the County. Retesting due to failure of the initial test shall be billed to the Contractor by the Engineer to include a ten percent (10%) administrative fee.

Whenever a material, article, or piece of equipment is identified on the Plans or in the Specifications by reference to manufacturer's or vendor's names, catalog number, etc., it is intended merely to establish a standard; and any material, article, or equipment of the other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Engineer's written approval.

SECTION 107 - LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

Section 107.01 LAWS TO BE OBSERVED

Delete in its entirety and substitute the following:

The Contractor's attention is directed to the fact that all applicable Federal, State and County laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Projects shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full herein. The Contractor shall keep fully informed of all laws, ordinances and regulations of the Federal, State, County, and municipal governments or authorities in any manner affecting those engaged or employed in the Work or the materials used in the Work or in any way affecting the conduct of the Work and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the Drawings or Specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, the Contractor shall herewith report the same in writing to the Owner. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances and regulations, and shall protect and indemnify the Owner and the Owner's agents against the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or by the Contractor's employees.

Section 107.02 PERMITS AND LICENSES

Add the following:

Contractors must provide proof of being licensed to do business within the State of Georgia. Proof of proper business licenses shall also be provided by the prime Contractor for any and all subcontractors coming under the jurisdiction of this contract. Any out-of-state Contractor shall secure the proper permits and licenses required by the Georgia D.O.T. to perform work within Georgia.

Before any work proceeds along area adjacent to a State Highway, the Contractor shall assure that a permit showing that the project is approved by the Georgia Department of Transportation is posted. The Contractor shall notify both the Engineer and the local Georgia Department of Transportation's representative 48 hours before moving into a new area to begin construction.

The Contractor assumes and is liable specifically for all State and Federal so-called payroll or social security taxes and for all State and Federal sales and use taxes which may be in force at the time of the awarding of the Contract, and guarantees to hold the County harmless in every respect against the same.

Before any excess material is transported off site and deposited at any location, the Contractor shall check and confirm that any and all required State, Federal, and local permits have been obtained. This will require a submittal through Fulton County Public Works Department. The Contractor shall provide

verification to the Engineer of proper approvals and compliance with this Section. If the Contractor is found to be in violation of this Section by the County or other approving authority, the Contractor shall be liable and responsible for any and all cost associated with remedies for the Contractor to regain compliance with this Section. Written agreements with the property owners shall be provided indicating that permission has been granted to the Contractor to use the property as intended

The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the Work is performed. The Contractor is obligated to comply with all local and state sales and use tax laws.

The Contractor shall provide the Owner with documentation to assist the Owner in obtaining sales and/or use tax refunds for eligible machinery and equipment used for the primary purpose of reducing or eliminating air or water pollution as provided for in Chapter 48-8-3(36) and (37) of the Official Code of Georgia Annotated. Acceptance of the project as completed will not be made by the Owner until the Contractor has fully complied with this requirement.

Section 107.07 PUBLIC CONVENIENCE AND SAFETY

Add the following:

The Contractor shall install all necessary appurtenances along highways, streets and roadways in accordance with MUTCD and Fulton County regulations, with reference to construction operations, safety, traffic control, road maintenance and repair.

Section 107.16 OPENING SECTIONS OF PROJECT TO TRAFFIC:

The contractor shall provide suitable signs, barricades and lights for protection of traffic in locations where traffic may be endangered by Roadway improvements. They shall be removed as soon as conditions which necessitated their placement has been cleared. No highway, street, or roadway shall be closed without first obtaining permission from the proper authority.

1. The contractor shall provide, erect and maintain all necessary barricades suitable and sufficient lights and other traffic control devices; shall provide qualified flaggers where necessary to direct traffic; shall take all necessary precautions for the protection of the work and the safety of the public. Flaggers shall be certified by attending a Georgia DOT approved flagged training program.
2. Roadway construction traffic devices and their installation shall be in accordance with the current Manual On Uniform Traffic Control Devices for Streets and Highways.
3. Placement and removal of construction traffic control devices shall be coordinated with the DOT and Fulton County a minimum of 48 hours in advance.
4. Installation of construction traffic control devices shall be performed prior to commencement of channel improvement activities. Construction traffic control devices shall be removed immediately following their useful purpose.
5. Traffic control devices used intermittently, such as Flagmen Ahead signs, shall be removed and replaced when needed.
6. Channelization devices shall be positioned preceding an obstruction at a taper length as required by current Manual on Uniform Traffic Control Devices for streets and Highways, appropriate for the speed limit at location. Channel devices shall be patrolled to ensure that they are maintained in the proper position throughout their period of use.

Section 107.13 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

The Contractor shall have the responsibility for removing and relocation all mailboxes to an area outside of the construction limits but still accessible for mail deliveries and convenient to the mail carrier and the patron during the entire time of construction. It may be necessary for the Contractor to confer with the Post Office serving the area. The U.S. Postal Service has provided guidelines for the final placement of mailboxes as shown in the following figures.



As soon as the construction has progressed to the state that the mailbox may be erected in its permanent position, the Contractor shall coordinate the erection with the patron and the Post Office serving the area. Any damages to the posts or mailboxes due to the removal and/or relocations by the Contractor will remain the responsibility of the Contractor, all damaged posts and /or mailboxes shall be replaced and installed by the Contractor at his expense, excluding mailbox enclosures of masonry construction.

Any cost or costs to the Contractor for removing, relocating or installations of mailboxes as stated above shall be included in the overall bid price.

Section 107.13.B. EROSION AND SILTATION CONTROL

Add the following:

NOTE: The Contractor shall comply with all aspects of the National Pollutant Discharge Elimination System (NPDES) general Permit No. GAR 100000, effective August 1, 2000.

All measures for the control of erosion and siltation must follow the guidelines as specified in the Georgia Erosion and Sedimentation Act of 1975 (as amended).

Add the following paragraphs to Section 107.13.C:

All measures required to minimize water pollution to affected waters shall be undertaken in the proposed Work. To achieve this end, regard shall be given to the protection of the watershed natural cover, measures instituted to assure minimal siltation and bank erosion from the construction, and other measures taken to reduce water pollution to a minimum. The Contractor must adhere to the Soil Erosion and Sedimentation Act of 1975 (as amended) and the Erosion and Sedimentation Control Ordinance of Fulton County in effect at the time of the issuance of this agreement.

Any area used or involved in the Project disturbed by the Contractor, shall be restored to present or better condition even though such area is outside the limits of that specified for grading, grassing or landscaping.

All chemicals used during Project construction or furnished for Project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

Necessary sanitary conveniences for the use of the labor on the Work shall be erected and maintained by the Contractor to comply with all applicable laws and regulations and in accordance with all Safety requirements. Their use shall be strictly enforced.

Should the Contractor so desire, he may build shanties or other structures for housing tools, machinery, and supplies, but they will be permitted only in locations approved by the Construction Manager, and their surroundings shall be maintained at all times in a sanitary and satisfactory manner. On or before the

completion of the Work, all such structures shall be removed, together with all rubbish and trash, at the expense of the Contractor.

The Contractor shall restore all easement areas upon completion of the Work and before leaving the Project Work Area. The Owner reserves the right to withhold funds for unsatisfactory clean-up and easement restoration.

Section 107.13 F. Mailboxes

Delete subsection F and substitute the following:

The Contractor shall have responsibility for removing and relocating all mailboxes to an area outside of the construction limits but still accessible for mail deliveries and convenient to the mail carrier and the patron during the entire time of construction. It may be necessary for the Contractor to confer with the Post Office serving the area. The U.S. Postal Service has provided guidelines for the final placement of mailboxes as shown in the following figures.

As soon as construction has progressed to the stage that the mailbox may be erected in its permanent position, the Contractor shall coordinate the erection with the patron and the Post Office serving the area. Any damages to the posts or mailboxes due to the removal and/or relocations by the Contractor will remain the responsibility of the Contractor, all damages posts and/or mailboxes shall be replaced and installed by the Contractor at his expense, excluding mailbox enclosures of masonry construction.

Any cost or costs to the Contractor for removing, relocating or installations of mailboxes as stated above, shall be included in the overall bid price.

Section 107.15 RESPONSIBILITY FOR DAMAGE CLAIMS

Contractor shall indemnify and hold harmless County and Engineer and their agents, employees, successors, and assigns from and against all loss, costs, damage, claims, suits, and judgments, including attorneys' fees, arising out of or resulting from the performance or non-performance of the work. Contractor's duty to indemnify applies in connection with, but is not limited to, injury to or death of any person or persons, loss of or damage to property caused by or in any way connected with Contractor's performance or non-performance of the work, whether such injury, death, loss, or damage results from any performance of the work, whether such injury, death, loss or damage results from any cause whatsoever. The Contractor's duty to indemnify shall extend to all claims, damage, loss, or expense caused in whole or in part by any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The Contractor's duty to indemnify in connection with the performance or non-performance of its work as outlined and defined in this clause shall also extend to property owners on whose respective properties the Contractor undertakes construction as specified in the contract documents. The Contractor's duty to indemnify any such property owner shall terminate at such time as the Contractor completes construction on or adjacent to the property owner's respective property involved in the subject property. The duty of the Contractor to indemnify, contained herein, shall not extend to any claim, damage, loss, or expense which results solely from the negligence of a party indemnified hereunder.

Section 107.17 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

In case of any emergency which threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act, without previous instruction from the Engineer, in a diligent manner. He shall notify the Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Engineer for approval.

Where the Contractor has not taken action but has notified the Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Engineer.

FURNISHING OF RIGHT OF WAY

The County shall furnish all land and right-of-way necessary for the carrying out of this Contract and the completion of the work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and right-of-way as herein contemplated may not be completely secured before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the County may have previously acquired, and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining land and right-of-way. Should the County be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or right-of-way for the said work, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, or, to withdraw from the Contract except time as the County determines will compensate for the time lost by such delay, such determination to be set forth in writing.

Section 107.20 NO WAIVER OF LEGAL RIGHTS AND 12-MONTH GUARANTEE

The Contractor shall guarantee the work accomplished under this Contract for a period of twelve (12) months from the date of final acceptance. The Contractor shall remedy, at his own expense, and without additional cost to the County, all defects arising from either workmanship or materials, as determined by the Engineer. The guarantee shall not cover any accidental or deliberate damage to the work, or any defects occurring due to normal wear and tear during the twelve (12) months.

All equipment of whatever natures incorporated in the work covered by this Contract shall carry the same guarantee as outlined above for construction. Failure of any equipment or part thereof within the specified time shall be corrected to the satisfaction of the County, at the County's expense. This guarantee does not apply to manufacturing defects of equipment furnished by the County.

The Performance Bond shall remain in full force and effect through the guarantee period.

Section 107.21 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICE

The Contractor is responsible for the location of above and below ground utilities and structures which may be affected by the Work.

-In the event of conflicts between utilities and the Work, the following will apply:

1. It will be the Contractor's responsibility to conform to all the requirements of the Specifications as they relate to cooperation with utility owners and the protection of utility installations that exist in the Project.
2. The Contractor will not be paid for any delays or extra expense caused by utility facilities, obstructions, or any other items not being removed or relocated to clear construction in advance of his work.
3. It shall be the responsibility of the Contractor to coordinate his work with any work to be performed by others in any right-of-way clearance and arrange a schedule of operation that will allow for completion of the Project without under delay.

4. Information concerning utility facilities known to exist within the Project limits is shown on the contract drawings.
5. A blank utility adjustment schedule is included herein for the Contractors' use in creating a schedule that is feasible and incorporates sufficient time to minimize conflicts. Contractor is to submit completed schedules and utility adjustment schedules from all utility companies to the Engineer for review and approval.

Section 108 PROSECUTION AND PROCESS

Any work necessary to be performed by the Contractor to complete the project on time after regular working hours, on Saturdays, Sundays or Legal Holidays, shall be performed without additional expense to the County.

The Contractor shall prosecute the work continually to completion on each road and each subdivision, including clean-up and driveway tie-ins.

At least 5 days prior to the beginning of work, the Contractor shall submit a list of roads outlining the sequence and anticipated dates to resurface each road. This list and the corresponding dates shall be updated and resubmitted every 30 days.

It is the intent of this contract to allow the Contractor to schedule work as efficiently and economically as possible. However, the Contractor can communicate with the Engineer its own priority for a particular road or group of roads.

The Contractor shall respond to the Engineer's directive to begin work on a particular road or group of road or group of roads within five (5) working days and shall continuously prosecute such work to completion.

No additional compensation will be due the Contractor as a result of changes in his schedule required by County priorities.

If work is halted for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operation so proper inspection can be provided.

The Contractor is responsible for any corrections to be made at driveways, for entry or drainage problems caused by resurfacing.

The Contractor shall provide a vacuum truck for clean-up operations.

The County has the opinion of deleting and/or adding roads to the contract, as conditions, change, without additional cost.

All multiple-lane undivided roads require temporary paint markings to be placed on day paved instead of traffic tape. All thermoplastic markings must be placed on each road within 14 days of completing resurfacing or traffic control damages will be assessed.

Equipment must be in proper working order and updated to manufacturer's specification. NOTE: Milling machines need to have rubber pads on the tracks.

All milled areas must be paved within 15 days or traffic control damages will be assessed. Shoulder rehabilitation must be completed within 60 days after paving roadway or traffic control damages will be assessed.

Section 108.06 TEMPORARY SUSPENSION OF WORK

In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

Should the Contractor be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the County, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the County may determine will compensate for time lost by such delay with such determination to be set forth in writing.

Section 108.08 FAILURE OR DELAY IN COMPLETING WORK ON TIME

Liquidated damages shall be assessed according to the Georgia Standard Specifications except that the rate per calendar day to complete the Project shall be:

\$1000.00/day from last day of contract to project completion.

Section 109 MEASUREMENT AND PAYMENT

General: At approximately the end of each calendar month, the total quantities of items complete in place will be estimated by the Contractor and verified and approved for payment by the Engineer. Such estimate is approximate only, and may not necessarily be based on detailed measurements.

The Contractor shall submit an Application for Payment on the agreed day of each month. The Contractor shall provide with the payment application a line item breakdown of all previous quantities of costs, plus the quantities and costs being applied for. The County will make payment to the Contractor within a reasonable period of time after receipt of the payment application; but may withhold payment if the County determines there is unsatisfactory job progress, defective work, disputed work, actual or potential third party claims, failure to make timely payments for labor or materials, damage to other entities connected with the project, or reasonable evidence that the contract cannot be completed for the balance of the contract price. Payments that are not unreasonably delayed will bear no interest penalties.

As long as the gross value of completed work is less than 50% of the total Contract amount, or the Contractor is not maintaining his construction schedule to the satisfaction of the Engineer, the County shall retain 10% of the gross value of the completed work as indicated by the current estimate certified by the Engineer for payment.

After gross value of completed work becomes equal to or exceeds 50% of the total Contract amount, the Contractor may request that the retainage be reduced to 5%. This reduction will not be considered if the Contractor is not maintaining the construction schedule or progressing with the work to the satisfaction of the Engineer. If the Contractor subsequently falls behind schedule or fails to progress with the work to the satisfaction of the Engineer, the retainage may again be increased to 10%.

Section 109.08 FINAL PAYMENT

Upon completion by the Contractor of the Work, the including the receipt of any final written submission of the Contractor and the approval thereof by the Department, the County will pay the Contractor a sum equal to 100 percent (100%) of the compensation set forth herein, less the total of all previous partial payments, paid or in the process of payment.

The Contractor agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the County for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the County from any and all further claims of whatever nature, whether known or unknown for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with the same.

No payment shall be made until the Contractor has furnished to the County a sworn affidavit to the effect that all bills are paid and no suits and/or liens are pending in connection with the work done or labor and materials furnished under this Contract. Final payment will be made within sixty (60) days after approval by the Engineer.

The Contractor will be required to maintain all work done by him in a first-class condition for sixty (60) days after the same has been completed as a whole, and the Engineer has notified the Contractor in writing that the work has been finished to his satisfaction. The retained percentage will not be due or payable to the Contractor until the 60-day maintenance period has ended.

Section 150 TRAFFIC CONTROL

General

This section as supplemented by the Manual on Uniform Traffic Control Devices (MUTCD) shall be considered the Traffic Control Plan. Activities shall consist of furnishing, installing, maintaining, and removing necessary traffic signs, barricades, lights, signals, cones, pavement markings and other traffic control devices and shall include flagging and other means for guidance and protection of and vehicular pedestrian traffic through the Work Zone. This Work shall include both maintaining existing devices and installing additional devices as necessary in construction work zones.

The roads and streets impacted by this construction may require restriction to one-lane traffic and/or temporary closure. All restrictions to normal traffic flow patterns MUST be approved by the Engineer prior to start of construction. Unless otherwise approved, the Contractor shall not perform work or move equipment or materials that slows traffic flow between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. Equipment or materials moved on or across the traveled way at other times shall be done in such a manner as not to unduly interfere with traffic.

Roads shall be pre-marked with approved tape as soon as asphalt is laid. Thermoplastic markings shall be applied within 14 calendar days of pre-marking. All shoulder rehabilitation work shall be completed within 60 days.

No resident or business shall be denied vehicular access to their property for any length of time other than that which is absolutely necessary, and as determined by the Engineer. The Contractor shall schedule and arrange the work to ensure the least inconvenience and the utmost in safety to the traveling public and to the Contractor's and the Department's forces.

The Contractor shall maintain sufficient personnel and equipment on the Project at all times, particularly during inclement weather, to ensure that ingress and egress are provided when and where needed.

When any provisions of this Specification or the Plans do not meet the minimum requirements of the MUTCD, the MUTCD shall control. The 2003 Edition of the MUTCD shall be in effect for the duration of the project.

The Worksite Traffic Control Supervisor (WTCS) shall have a copy of Part VI of the MUTCD on the job site. Copies of the current MUTCD may be obtained from the FHWA web page at <http://mutcd.fhwa.dot.gov>.

The WTCS shall be available on a full-time basis to maintain traffic control devices with access to all personnel, materials, and equipment necessary to respond effectively to an emergency situation within forty-five (45) minutes of notification of the emergency.

The WTCS shall regularly perform inspections to ensure that traffic control is maintained. Unless modified by the special conditions of by the Engineer, routine deficiencies shall be corrected within a twenty-four (24) hour period. Failure to comply with these provisions shall be grounds for dismissal from the duties of WTCS and/or removal of the WTCS from the project. Failure of the WTCS to execute his duties shall be considered as non-performance.

The Engineer will periodically review the work for compliance with the requirements of the traffic control plan.

On projects where traffic control duties will not require full time supervision, the Engineer may allow the Contractor's Project Superintendent to serve as the WTCS as long as satisfactory results are obtained.

MUTCD Standards TRAFFIC CONTROL DEVICES

All traffic control devices used during the construction of a project shall meet the Standards utilized in the MUTCD, and shall comply with the requirements of these Specifications. All traffic control devices used on any project shall be NCHRP 350 compliant.

Section 654, 655 PAVEMENT MARKINGS

General

During construction and maintenance activities on all highways open to traffic, both existing markings and markings applied under this Section shall be fully maintained until Final Acceptance. If the pavement markings are, or become, unsatisfactory in the judgment of the Engineer due to wear, weathering, or construction activities, they shall be restored immediately.

Resurfacing Projects

Pavement markings shall be provided on all surfaces that are placed over existing markings. Interim and final markings shall conform in type and location to the markings that existed prior to resurfacing unless changes or additions are noted in the Contract. The replacement of parking spaces will not be required unless a specific item or note has been included in the Contract. Any work to make additions to the markings that existed prior to resurfacing is to be considered as extra work.

MATERIALS

All traffic striping applied under this Section shall be a minimum four inches in width or as shown in plans and shall conform to the requirements of Section 652 except as modified herein. Raised pavement markers (RPM's) shall meet the requirements of Section 654. Markings on the final surface course, which must be removed, shall be a removal type. The Contractor will be permitted to use paint, thermoplastic, or tape on pavement which is to be overlaid as part of the project, unless otherwise directed by the Engineer. Partial (skip) reflectorization (i.e. reflectorizing only a portion of a stripe) will not be allowed.

Section 656 REMOVAL OF PAVEMENT MARKINGS:

INSTALLATION: All pavement markings, both interim and permanent, shall be applied to a clean surface. The Contractor shall furnish the layout and pre-line the roadway surface for the placement of pavement markings applied as part of the traffic control plan. All interim marking tape and RPM's on the final surface shall be removed prior to the placement of the final markings.

The Contractor shall sequence the work in such a manner as to allow the installation of markings in the final lane configuration at the earliest possible stage of the work.

THE ELIMINATION OF CONFLICTING PAVEMENT MARKINGS BY OVERPAINTING WITH PAINT OR LIQUID ASPHALT IS NOT ACCEPTABLE.

FINAL SURFACE: No interim paint or thermoplastic markings will be permitted on any final surface unless the interim markings are in alignment with the location of the permanent markings. The proposed method of removal for layout errors that require markings to be removed from the final surface shall have the prior approval of the Engineer. Any damage to the final pavement surface caused by the pavement marking removal process shall be repaired at the Contractor's expense by methods acceptable and approved by the Engineer. The use of black-out tape or black-out paint will not be permitted to correct layout errors on any final surface.

PAY FACTOR REDUCTION FOR ASPHALTIC CONCRETE FINAL SURFACES: When the correction of an error in the layout of the final pavement markings requires the final surface to be ground, blemished, scarred, or polished the pay factor shall be reduced to 0.95 for the entire surface area of the final topping that has a blemish, polished or a scarred surface. The reduced pay factor shall not be confined to only the width and length of the stripe or the dimensions of the blemished areas, the whole roadway surface shall have the reduced pay factor applied. The area of the reduced pay factor shall be determined by the total length and the total width of the roadway affected. If the affected area is not corrected, the reduction in pay shall be deducted from the final payment for the topping layer of asphaltic concrete. The Engineer shall make the final determination whether correction or a reduced pay factor is acceptable.

The eradication of pavement markings on intermediate and final concrete surfaces shall be accomplished by a method that does not grind, polish, or blemish the surface of the concrete. The method used for the removal of the interim markings shall not spall chip the joints in the concrete and shall not damage the sealant in the joints. Any joint or sealant repairs shall be included in the bid price for Traffic Control-Lump Sum. The proposed method of removal shall have the prior approval of the Engineer.

Failure to promptly remove conflicting or non-applicable pavement markings shall be considered as non-performance.

MUTCD Standards FLAGGING

Flaggers shall be provided as required to handle traffic, as required by the Engineer.

MUTCD Standards FLAGGER CERTIFICATION

All flaggers shall meet the requirements of the MUTCD and shall have received training and a certificate upon completion of the training from a Department approved training program. Failure to provide certified flaggers as required above shall be reason for the Engineer suspending work involving the flagger(s) until the Contractor provides the certified flagger(s). Flaggers shall have proof of certification and valid identification (photo I.D.) available any time they are performing flagger duties.

MUTCD Standards FLAGGER APPEARANCE AND EQUIPMENT

Flaggers shall wear high-visibility clothing in compliance with the MUTCD and shall use a Stop/Slow paddle meeting the requirements of the MUTCD for controlling traffic. The Stop/Slow paddle shall have a shaft length of seven (7) feet minimum. The Stop/Slow paddle shall be retro-reflectorized for both day and night usage. In addition to the Stop/Slow paddle, a flagger may use a flag as an additional device to attract attention. This flag shall meet the minimum requirements of the MUTCD. The flag shall, at a minimum, be 24" inches square and red or red/orange in color. For night work, the vest shall have reflectorized stripes which meet the requirements of the MUTCD.

MUTCD Standards FLAGGER WARNING SIGNS

Signs for flagger traffic control shall be placed in advance of the flagging operation in accordance with the MUTCD. In addition to the signs required by the MUTCD, signs at regular intervals, warning of the presence of the flagger shall be placed beyond the point where traffic can reasonably be expected to stop under the most severe conditions for that day's work.

SURFACE TOLERANCE

VISUAL AND STRAIGHTEDGE INSPECTION: All paving shall be subject to visual and straightedge inspection during construction operations and thereafter prior to final acceptance. A ten-foot straightedge shall be maintained in the vicinity of the paving operation at all times for the purpose of measuring surface irregularities on all courses. The straightedge and labor for its use shall be provided by the Contractor.

The surface of base, intermediate, and surface courses shall be inspected with the straightedge as necessary to detect irregularities. All irregularities in excess of 3/16 inch in ten feet for base and intermediate courses and 1/8 in ten feet for surface courses shall be corrected. Irregularities such as rippling, tearing, or pulling which in the judgment of the Engineer indicate a continuing problem in equipment, mixture, or operating technique will not be permitted to recur. The paving operation shall be stopped until appropriate steps are taken by the Contractor to correct the problem.

TARGET SURFACE SMOOTHNESS: It is the intent that the smoothest possible ride be achieved during construction. The Contractor shall take whatever action necessary to see that surface smoothness is met.

BRIDGE APPROACH RIDE QUALITY: It is the Contractor's responsibility to meet the Profile Index Value for the 100 foot section of roadway up to the joint with the approach slab. Sections not meeting the ride quality criteria shall be corrected at the Contractor's expense and subjected to a Rainhart Profilograph test at the Contractor's expense after correction. The method for correction may be milling, grinding, or removal and replacement of the roadway as directed by the Engineer.

DRAINAGE

It is the Contractor's responsibility to ensure that all final pavement surfaces are leveled/graded/profiled appropriately to prevent water entrapment. All areas that fail to drain correctly will be corrected at the Contractor's expense. Corrective measures shall be determined by the Engineer.

DISPOSAL

END OF SECTION NO. 10

SECTION 11

PRICING QUOTE

Notice to Contractors: Please provide a unit price in the first blank, multiply the submitted unit price by the estimated quantity shown, and show this price in the blank marked total. For the bid total, please add all total costs and provide this in the space marked bid total.

Line No.	Approx. Quant.	Item	Unit Price	Amount
5	21,000.00 SQ YD	210-0250 Shoulder Rehabilitation		
10	5,000.00 TON	400-1801 ASPH CONC PATCHING, INCL BITUM MATL \$ TACK COAT		
15	1,000.00 TON	402-1811 RECYC ASPH CONC LEVELING, INCL BITUM MATL		
20	500.00 TON	402-1812 RECYC ASPH CONC LEVLING, INCL BIT MAT & HYD LIM		
25	20,800.00 TON	402-3130 RECYC ASPH CONC 12.5MM SUPERPAVE, GP2 ONLY, IN BM & HL		
30	2,100.00 TON	402-3139 RECYC ASPH CONC 9.5MM SUPERPAVE BLEND 1 INCL B		
35	22,000.00 TON	402-3140 RECYC ASPH CONC 9.5MM SUPERPAVE, GP1 OR 2, INC BIT MAT		
40	31,000.00 GAL	413-1000 BITUM TACK COAT		
45	308,000.00 SQ YD	432-5010 MILL ASPHALT CONC PVMT, VARIABLE DEPTH (less than 1.5", includes concrete areas)		
50	5,000.00 SQ YD	432-5010 MILL ASPHALT CONC PVMT, VARIABLE DEPTH (greater than 1.5", includes concrete areas)		
55	4.00 EACH	647-7300 6'X6' LOOP IN ASPH INCLUDING LEAD IN SPLICE		
60	21.00 EACH	647-7320 6'X50' DIPOLE LOOP IN ASPH INCLUDE LEAD IN SPLICE		
65	30.00 LIN MI	652-2501 SOLID TRAFFIC STRIPE 5" WHITE		
70	30.00 LN MI	652-2502 SOLID TRAFFIC STRIPE 5" YELLOW		

75	5.00 GLM	652-3501 SKIP TRAFFIC STRIPE 5" WHITE		
80	2.50 GLM	652-3502 SKIP TRAFFIC STRIPE 5" YELLOW		
85	113.00 EACH	653-0120 THERMOPLASTIC PVMT MARKING, ARROW, TP 2		
90	9.00 EACH	653-0210 THERMOPLASTIC PVMT MARKING, WORD TP 1		
95	4.00 EACH	653-0235 THERMOPLASTIC PVMT MARKING, WORD, TP 3B		
100	700.00 LIN FT	653-1704 THERMOPLASTIC SOLID TRAFFIC STRIPE, 24 IN, WHITE		
105	1,700.00 LIN FT	653-1804 THERMOPLASTIC SOLID TRAFFIC STRIPE, 8 IN, WHITE		
110	30.00 LIN MI	653-2501 THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, WHITE		
115	30.00 LIN MI	653-2502 THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, YELLOW		
120	2.50 GLM	653-4403 THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 IN, YELLOW		
125	5.00 GLM	653-4404 THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 IN, WHITE		
130	800.00 SQ YD	653-6006 THERMOPLASTIC TRAF STRIPING, YELLOW		
135	2,350.00 EACH	654-1001 RAISED PVMT MARKERS, TP 1		
140	200.00 EACH	654-1003 RAISED PVMT MARKERS, TP 3		
145	1.00 LUMP	702-001 MISCELLANEOUS LANDSCAPING& UTILITY RELOCATION	FIXED	\$20,000.00

Note:

- Quantities shown are estimates. By giving these quantities as estimates, Fulton County does not obligate itself to purchase any quantity whatsoever. Vendor agrees to sell to the County at the unit price bid regardless of actual quantity ordered.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

NAME _____ ADDRESS _____

NAME _____ ADDRESS _____

NAME _____ ADDRESS _____

NAME _____ ADDRESS _____

The Bidder shall list below work done of a similar nature to that Bid for, as references that will afford the Owner opportunity to judge as to experience, standing, and financial ability.

PROJECT NAME

OWNER'S NAME

OWNER'S
REPRESENTATIVE'S
TELEPHONE

END OF SECTION NO. 11

EXHIBITS

EXHIBIT A - ROADS THAT MAY BE INCLUDED IN THIS CONTRACT

North Fulton

Providence Road
Brumbelow Road
New Providence Road
Francis Road
Hopewell Road
Barnwell Road
Rogers Circle
Cox Road
Cogburn Road

Sandy Springs

Benita Trace
Bridgewater Drive
Davis Drive
Northside Drive
Chevaux Court
Dalrymple Road
Glenridge Drive
Barnard Place
Devereaux Court
Spalding drive
Dunwoody Place Drive
Roberts Drive

Southwest Fulton

Boat Rock Boulevard
Plummer Road
Riverside Drive
Vandiver Road
Xavier Drive

South Fulton

Adena Lane East
Adena Lane West
Bishop Road
Browns Lake Road
Burdette Way
Gullatt Road
McLarin Road
Old Jonesboro Road
Tatum Road
Woodhue Forest Lane
Hobgood Road
Welcome All Road
Enon Road

'This list of roads that are provided in this contract are the type of roads that will be assigned under this contract and that Fulton County reserves the right to exclude any or all of the named roads and substitute other roads in its place.'

EXHIBIT B – C.W. MATTHEWS ASPHALT PLANT LOCATIONSPlant #5 – Big Creek

3561 Peachtree Parkway
Suwanee, GA 30024
PH. 770-887-8509

Plant #9 – Cumming

575 Haw Creek Road
Cumming, GA 30140
PH. 770-887-6924

Plant #12 – Douglasville

6505 West Bankhead Highway
Douglasville, GA 30134
PH. 770-949-4874

Plant #14 – Bolton

5180 South Atlanta Road
Smyrna, GA 30080
PH. 404-355-8344

Plant #20 – Clayton

5349 West Lees Mill Road
College Park, GA 30349
PH. 770-996-6239

Plant #27 – Ball Ground

950 Old Nelson Road
Ball Ground, GA 30153
PH. 770-735-4154